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Assurances in force, TEN MILLIONS.

#### TRUSTEES.

The Right Hon. Lord HALSBURY (Lord Chancellor of England).  
 The Hon. Mr. Justice KEKEWICH.  
 The Right Hon. Sir JAMES PARKER DEANE, Q.C., D.C.L.  
 RICHARD PENNINGTON, Esq.  
 WILLIAM WILLIAMS, Esq.

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LONDON, AUGUST 22, 1896.

\* \* The Editor cannot undertake to return rejected contributions, and copies should be kept of all articles sent by writers who are not on the regular staff of the JOURNAL.

### CURRENT TOPICS.

PARLIAMENT WAS prorogued on Friday last, when the Royal assent was given to a large number of Bills. The legislative output of the Session amounts altogether to fifty-nine public statutes—a larger number than might have been anticipated. But none of the Acts is long, nor is any of first-rate importance. The date of the prorogation is to the 31st of October; but it is understood that Parliament will actually be called together on the 11th of January, 1897—an exceptionally early date, for which we must go back for a parallel to the Session of 1881.

THE Judicial Trustees Act, which received the Royal assent last week, may have an important effect upon the administration of trusts in this country. One provision, that contained in section 3, very materially diminishes the pressure of the law upon trustees. As the judgments delivered in the Court of Appeal in the recent case of *Re Chapman (ante, p. 715)* sufficiently shew, the courts are already unwilling to fasten liability upon trustees, unless upon a reasonable construction of their duties they can be deemed to have committed a breach of trust; but hitherto the only discretion of the court has been in determining whether or no a breach of trust has been in fact committed. If upon this point the decision is adverse to the trustee, the result has necessarily followed that he has been declared liable to make good the loss resulting from the breach; and the court has had no authority to lessen the consequences to the trustee, on the ground of reasonableness of conduct or honesty of purpose. But the power of dispensation now conferred upon the court applies specifically to cases where there has been a breach of trust. Although such breach has occurred, yet if the trustee has acted honestly and reasonably, and ought fairly to be excused for the breach of trust and for omitting to obtain the directions of the court, the court may relieve him wholly or partly from personal liability. Apparently, therefore, the court, before exercising its discretion in favour of the trustee, must be satisfied that the case is not one in which the trustee was bound to apply to the court in the first instance; and this provision imparts some uncertainty as to the extent to which the enactment will in practice be found useful. There is, moreover, necessarily a vagueness in its provisions, which makes it impossible to forecast with accuracy how it will work. It is to be hoped, however, that the courts will remember that the section was intended to lighten the burdens of trustees, and that it will be liberally applied in pursuance of this intention.

THE REST of the Judicial Trustees Act is designed to introduce into this country the system of judicial factors which has been in operation for many years in Scotland. It may be interesting to notice again that the system was brought under the notice of the Select Committee on Trusts Administration last year, by Lord M'LAREN; and his account of the working of the system is to be found at p. 136 of the Minutes of Evidence. Its essential points are that the administration of the trust is in the hands of a factor appointed by the court and entitled to be remunerated for his work. But while he is under the control of the court and able to apply to the court for direction, he acts in all ordinary matters on his own initiative; and the system more nearly resembles administration by a private trustee than by a public official. It was while the Committee were collecting evidence as to the advisability of instituting an official trust department that they came, almost by accident, upon the Scotch system, and at once decided that a trial ought to be given to it before attempting the doubtful experiment of a public trustee.

The Judicial Trustees Act gives merely the outline of the scheme, leaving all the details to be filled in by rules; and the successful working of the measure will depend to a very large extent on the framing of the rules. Points to which special attention will have to be given are the keeping and auditing of the accounts of the trust estate, and the facilitating of applications to the court. In Scotland the judicial factor hands in an inventory of the estate as soon as he enters on his duties, and his accounts are audited annually. A form of account is issued for his guidance, which provides for a detailed statement of the dealings with the estate, and of its financial condition at the beginning and end of the year. The estate is entirely under the control of the factor, but he has to find security for its safe custody, and in practice this has been found to give complete protection to the beneficiaries. In England, however, the property involved is likely to be very much more extensive; and, since safety for trust funds was one of the chief reasons for the new departure, it may be anticipated that the rules will exclude the judicial trustee from sole control, at any rate of the *corpus*.

WHEN a company is being wound up voluntarily, a transfer of shares is void unless made with the sanction of the liquidator. Section 131 of the Companies Act, 1862, which contains a provision to this effect, also provides that any alteration in the status of members taking place after the commencement of the winding up shall be void, but this latter provision contains no reference to the sanction of the liquidator. Upon the section, therefore, it would seem that an alteration in the status of members when a company is in voluntary liquidation is altogether void. The question has arisen, however, in *Re National Bank of Wales (Limited)*, whether the registration of a transfer with the consent of the liquidator does not necessarily involve a change in the status of the transferor. The National Bank of Wales went into voluntary liquidation in 1893, with a view to an amalgamation with another bank. It was then supposed that the assets of the National Bank would be sufficient to pay off all liabilities, and the liquidator permitted transfers of shares and also further transfers by the transferees. There were thus three classes of persons whose names at some time or other were on the register—original transferors, original transferees, and transferees from the latter. Ultimately it became necessary to make calls on the shares, and the liquidator put all three classes on the list of contributors. One from each class—A., B., and C. respectively—contested his action, and it had to be decided how a transfer with the sanction of the liquidator could be effectual and yet the status of the members not be changed. VAUGHAN WILLIAMS, J., appears to have solved the dilemma by holding that the transferee took the rights of membership, while the transferor retained the liabilities. A transferee with the liquidator's assent, he said, has certain rights, such as the right to share in any surplus; but the consent of the liquidator does not affect the status of the transferor so as to free him from liability as a contributory. Upon this principle, and assuming that the retention of liability by A. forbade the imposition of liability on B. and C., VAUGHAN WILLIAMS, J., held that A. and his class ought to be on the list of contributories, but not B. and C. and their classes. He observed, however, that as between themselves the transferees were bound to indemnify their immediate transferors. Moreover, he intimated that under section 153 he could have validated the transfers for all purposes by making a supervision order. By this section, when any company is being wound up by the court or subject to supervision, alterations in status made between the commencement of the winding up and the winding-up order are void, but only unless the court otherwise orders. Thus a supervision order and an order sanctioning the transfers would apparently have placed the transferees in the position of members for all purposes. But VAUGHAN WILLIAMS, J., was not sufficiently convinced of the expediency of this course, and he declined to adopt it.

CHAIRMEN of the meetings of companies are sometimes confronted with the question whether proxies are to be counted upon taking a vote by show of hands. Formerly it was assumed that the voting could only be taken by counting the votes of members

personally present, and the inconvenience, especially in large companies, of any other course makes this method practically a necessity. Moreover, its correctness was recognized by KAY, J., in *Caloric Engine Co. (Limited)* (52 L. T. 846). Where, however, there is the usual provision in the articles that votes may be given either in person or by proxy, without further definition of the way in which votes are to be given upon a show of hands, it is possible to contend that proxies are always entitled to vote, and that the chairman must not, on the ground of mere inconvenience in counting, deprive members present by proxy of their right. This view was adopted by VAUGHAN WILLIAMS, J., in *Re Bidwell Brothers* (1893, 1 Ch. 603). The provision that votes may be given either personally or by proxy meant, so he held, that they were to be so given upon all occasions where there is voting. Members present by proxy, therefore, would be entitled to one vote each as though they were actually present, and it would be for the chairman to ascertain from the proxy in what way the member wished to vote. In the case of small companies there is no difficulty in counting the votes in this manner, and where it is not practicable to demand a poll it is the best way of ascertaining the real feeling of the members of the company. But in the case of large companies, as already observed, the enumeration becomes impracticable, and it has become customary by special provision in the articles to exclude the effect of the decision in *Re Bidwell Brothers*. The question has now been considered again by CHITTY, J., in *Ernest v. Loma Gold Mines (Limited)*, and that learned judge has found himself compelled to dissent from the opinion of VAUGHAN WILLIAMS, J. The essence of voting by show of hands, it is pointed out, is that hands are there and then held up and counted. It is the eye that is called upon to decide. If proxies are to be counted, the chairman must enter on an inquiry as to the number of proxies held by persons present; and in effect he finds himself taking a poll, with the difference, however, that each member has only one vote instead of the number, based on his holding, which he would have on a poll. There can be little doubt that the view of CHITTY, J., supported as it is by the decision of KAY, L.J., is correct; but for the benefit of chairmen who have no express provision in the articles of the company to guide them, it is to be hoped that an authoritative decision on the point will be obtained.

OTHER QUESTIONS with respect to the mode in which a vote of the members of a company is to be taken have on several occasions been before the courts. In *Re Horbury Bridge Coal Co.* (11 Ch. D. 109), it had to be determined whether, upon voting by show of hands each member was entitled to one vote, or whether, under an article that provided that every member should have one vote for every share, the number of his shares was to be reckoned. That the question is *primæ facie* not free from doubt, is shewn by the fact that BACON, V.C., decided in favour of counting the number of shares, but the Court of Appeal avoided the inconvenience to which this decision would have given rise by insisting upon the observance of the ordinary practice which obtains at public meetings. According to the common law, votes at all meetings are taken by show of hands, and this method requires that each person voting should be counted once only. Moreover, the special provisions which apply to voting on a poll shew that the calculation of votes according to shares is reserved for this method of voting. The decision in *Ernest v. Loma Gold Mines, Limited*, referred to above, is upon the same lines as *Re Horbury Bridge Coal Co.*, and tends to simplicity and convenience. When the chairman has to take a vote by show of hands, he counts only the hands of members personally voting, and he counts each as one. If a poll is demanded, he has to consider the further question whether he can direct the poll to be taken at once, or whether some future time must be appointed for it. Sometimes he will find express provision in the articles upon the point, and if the articles contemplate a future voting, no arrangement for an immediate poll made by the directors prior to the meeting can be allowed to override the articles (*Re British Flax Co. (Limited)*, 60 L. T. 215). It may be, however, that the chairman will find himself empowered to take an immediate poll, and even in the absence of any express provision it is possible that this course is



open to him. Some strong dicta to the contrary are to be found, indeed, in *Re Horbury Coal Co.* (*supra*), but the point had not to be decided there, and in *Re Chillington Iron Co.* (29 Ch. D. 159) KAY, J., held that it was within the competence of the chairman to direct the poll to be taken at once.

## MARITIME LIEN.

### II.

As we have already seen, an incumbrance can be created on a ship otherwise than by registered mortgage, and there may be a mere charge on a ship which will secure the amount of the charge as between the owners of the ship and the creditor, although it must be postponed to a registered mortgage: as, for instance, in the case of debentures granted by a single-ship company, charging the property of the company. But a security of this kind ranks as an ordinary charge on property, and is not included under the term "maritime hypothecation," which is restricted to securities created by bottomry and respondentia bonds. The essence of these securities is that money should be required either for the prosecution of a voyage already begun, or for the return of a ship from a foreign port (*The Royal Arch*, Swa., p. 277); and, further, that it should not be possible to obtain the money on the personal credit of the owners (*Soares v. Rahn*, 3 Moo. P. C. 1). "Hypothecation," said Sir JOHN NICOLL, in *The Hersey* (3 Hagg., p. 407), "can only be valid if bottomed on necessity, and that necessity must be twofold: first, a necessity of obtaining supplies in order to prosecute the voyage; and, secondly, the impossibility of obtaining those supplies in any other way than by hypothecation of the ship itself; for if they can be procured upon the credit either of the master or of the owners, or by advances on the freight or by passage money, or upon any other credit than the hypothecation of the ship, the bond of hypothecation is absolutely void."

If these conditions are satisfied, a bottomry bond on the ship or a respondentia bond on the cargo can be given by the master, though the separate hypothecation of the cargo is unusual, and in practice only the term bottomry bond is used. It is further essential that the bondholder should take the risk of the voyage, and he is not entitled to be repaid his advance unless the ship arrives at her destination. To cover this risk he stipulates for a high rate of interest, and his omission to do so, although it is not conclusive that no maritime risk is to be incurred, is nevertheless a circumstance of suspicion (*The Royal Arch*, Swa., p. 280). In the absence of maritime risk, the Admiralty Court has no jurisdiction to enforce the bond. Usually a bottomry bond is given by the master, though it is essential to its validity that he should, if possible, communicate with the owner and obtain his consent (*ibid.*, p. 275); but it may also be given by the owner, provided the circumstances are such as would justify a bond by the master (*The Duke of Bedford*, 2 Hagg. 294). It is necessary to make this reservation, for a bottomry bond in its effect differs very materially from a mere charge on the ship. It operates as a maritime lien, and it takes precedence of other derivative interests, such as mortgages, created by the owner of the ship. "Where money is advanced on mortgage of a ship," said Dr. LUSHINGTON, in *The Royal Arch* (Swa., p. 282), "the mortgagee must always be aware that he takes his security subject to all legal liens, and if he suffers therefrom his only remedy must be against the owners."

So far we have been dealing with securities founded upon express contract. A lien, on the other hand, according to the authority already referred to, is an obligation which, by law and not by express contract, binds real or personal estate for the discharge of a debt or engagement, but does not pass any property in the subject of the lien (Fisher on Mortgages, 4th ed., p. 107). And there is authority for restricting the term lien in this manner. "Lien," said Lord WESTBURY, in *Re Leith's Estate* (L.R. 1 P. C., p. 305), "is not the result of an express contract; it is given by implication of law." But though this definition may be strictly accurate, the term is also used with a wider signification. "Lien in its proper sense," said GRANT, M.R., in *Gladstone v. Birley* (2 Mer., p. 404), "is a right which the law gives; but it is usual to speak of lien by contract, though that be more in the

nature of an agreement for a pledge." And at any rate the term "maritime lien" is, as we have just noticed, applied to a security created by bottomry bond. Perhaps this may be reconciled with the strict use of the word on the ground that a special efficacy is by law given to a contract entered into by the master of the ship.

Of liens proper—that is to say, liens arising by operation of law—there are various examples. The fundamental distinction in the case of liens, just as with securities arising by contract, is between possessory and non-possessory liens. Possessory liens may exist in respect of chattels, and they enable the holder of the chattel to retain it until payment of the debt due in respect of the chattel. Prominent among such liens is the lien of the artificer upon a chattel which he has been employed to make or to repair; and as an instance of this the possessory lien of the shipwright upon the ship—a possessory as distinguished from a maritime lien—is well established, and is treated as having great efficacy. Save in cases which may appear to have a paramount claim, the right of a shipwright—the common law lien—ought, it has been said, not to be infringed upon (*per Dr. LUSHINGTON*, in *The Gustaf*, Lush. 506). Non-possessory liens also occur in various forms. One important class comprises judicial liens, that is, liens which affect property by virtue of direct judicial order or of execution sued out in pursuance of a judgment. Formerly a judgment immediately on being entered up created a general charge upon the lands of the judgment debtor; but now there is no charge until the writ of execution has been registered at the Office of Land Registry, and a purchaser who completes before that time is not affected by the judgment.

Another class of non-possessory liens are equitable liens, which are "founded upon a duty or implied intention on the part of the owner of property to make it answerable for a specific claim" (Fisher on Mortgages, p. 138). Of these the most familiar is the lien of a vendor for unpaid purchase money, but it is not a lien attaching on the property in the hands of all holders. It attaches against the vendee and also against persons who take from the vendee as volunteers or with notice that the purchase money has not been paid; but it does not avail against a purchaser for value without notice (*Mackreth v. Symmons*, 15 Ves. 329). There is, however, no general duty imposed by the law upon owners of property to pay for labour done or services rendered in connection with the property, so as to entitle the person doing the labour or rendering the services to a lien upon it. Apart from the case of maritime salvage presently to be mentioned, a lien only arises by virtue of a contract, express or implied, with the owner, or by reason of special circumstances conferring a right to a lien. In *Falcke v. Scottish Imperial Insurance Co.* (34 Ch. D., p. 249) BOWEN, L.J., after referring to maritime salvage, said: "No similar doctrine applies to things lost upon land, nor to anything except ships and goods in peril at sea. With regard to ordinary goods upon which labour or money is expended with a view of saving them or benefiting the owner, there can, as it seems to me, according to the common law, be only one principle upon which a claim for repayment can be based, and that is where you can find facts from which the law will imply a contract to repay or to give a lien." The question frequently arises, as it did in the case just referred to, in connection with the payment of insurance premiums, and it appears to be a hardship that a person who has paid the premiums and thus saved the policy moneys should have no claim to be reimbursed out of them; but it is well settled that he can only claim this right where he has paid in pursuance of a contract with the owner of the policy, or where the lien arises out of the special privileges incident to the position of a trustee or mortgagee. This statement of the cases in which a lien upon policy moneys is created by payment of the premiums is, in substance, identical with that given by FAY, L.J., in *Re Leslie* (23 Ch. D., p. 560).

Maritime lien resembles the judicial and equitable liens which have just been discussed in that it does not depend upon possession. It is in the nature of hypothecation, not of pledge. But it differs from other liens in the method by which it is enforced. It is enforced by an action *in rem*, and, as a result, it follows the *res* into whosoever possession the *res* comes. This form of proceeding, indeed, is so associated with maritime

lien that in the leading case of *The Bold Buccleugh* (7 Moo. P. C. C., p. 284) the proceeding *in rem* is spoken of as necessarily implying a maritime lien. "A maritime lien," said Sir JOHN JENKINS, in delivering the judgment of the Privy Council, "is the foundation of the proceeding *in rem*, a process to make perfect a right inchoate from the moment the lien attaches; and whilst it must be admitted that where such a lien exists a proceeding *in rem* may be had, it will be found to be equally true that in all cases where a proceeding *in rem* is the proper course there a maritime lien exists, which gives a privilege or claim upon the thing to be carried into effect by legal process. This claim or privilege travels with the thing into whosoever possession it may come. It is inchoate from the moment the claim or privilege attaches, and when carried into effect by legal process, by a proceeding *in rem*, relates back to the period when it first attached."

### LEGISLATION IN PROGRESS.

**BILLS PASSED INTO LAW.**—On the 14th inst. Parliament was formally prorogued to the 31st of October, though it is understood that the next Session will begin on the 11th of January of next year. At the same time the Royal assent was given to the following Bills:—The Appropriation Bill, Consolidated Fund Bill, Burglary Bill, Wild Birds Protection Acts Amendment (No. 2) Bill, West Highland Railway Guarantee Bill, Agricultural Rates, Congested Districts, and Burgh Land Tax Relief (Scotland) Bills, Baths and Washhouses Acts Amendment Bill, Law Agents (Scotland) Bill, Poor Law Officers' Superannuation Bill, Telegraph Money, Judicial Trustees, Railways (Ireland), Naval Reserve, Locomotives on Highways, Coal Mines Regulation Act (1887) Amendment (No. 2), Truck, Stannaries, Larceny, Uganda Railway, Expiring Laws Continuance, Public Works Loans, Local Taxation (Ireland), Estate Duty, Labourers (Ireland), Land Law (Ireland), Light Railways, Public Health (Ireland), Vexatious Actions, and Quarter Sessions (London) Bill. The Royal assent was also given to nineteen private Bills.

### CASES OF THE WEEK.

#### Before the Vacation Judge.

**Re THE EQUITY AND LAW LIFE ASSURANCE SOCIETY AND Re THE COMPANIES (MEMORANDUM OF ASSOCIATION) ACT, 1890—19th August.**

**COMPANY—DEED OF SETTLEMENT—SUBSTITUTION OF MEMORANDUM AND ARTICLES OF ASSOCIATION—CLAUSES COGNATE TO OBJECTS OF COMPANY—CONFIRMATION BY COURT.**

This was a petition upon behalf of the company that the alteration effected by a special resolution, passed and confirmed at extraordinary general meetings of the company on the 3rd and 24th of June last, might be confirmed by the court pursuant to the Companies (Memorandum of Association) Act, 1890. The resolution was as follows: "That the memorandum and articles of association submitted to the meeting be . . . approved and . . . be adopted as the memorandum and articles of association of the society in substitution for the deed of settlement of the society and the existing modifications of such deed of settlement." In support of the petition the proposed memorandum of association was read, and it was stated that Clause 3 K thereof was as follows: "To undertake and execute any trusts the undertaking of which may seem to the company conducive to any of its objects." It was admitted that that clause did not seem quite cognate to the objects of the company as set out in the deed of settlement. The company had been registered as an unlimited company for the purposes of the Act.

CHITTY, J.—I confirm the alteration, but in clause 3 K of the memorandum, which is rather wide, the words "in connection with any policy or policies" are to be inserted after the words "any trusts." The order must be advertised once in the *Gazette*, the *Times*, *Daily Telegraph*, and *Standard*.—COUNSEL, *Fellows* and *A. J. Chitty*. SOLICITORS, *Roper & Whately*.

[Reported by J. E. ALDOUS, Barrister-at-Law.]

**VAUGHAN v. DIX—19th August.**

**CONTEMPT OF COURT—ATTACHMENT—MORTGAGE—COVENANT TO SURRENDER COPYHOLDS—REFUSAL TO SURRENDER.**

This was a motion on behalf of the plaintiff, John Vaughan, that he might be at liberty to issue a writ or writs of attachment against the defendant, James Dix, of Newcastle-under-Lyme, for his contempt in not surrendering or causing to be surrendered into the hands of the lady of the manor of Newcastle-under-Lyme by the rod, according to the custom thereof, the copyhold hereditaments comprised in the covenant on the part of the defendant contained in an indenture of mortgage of the 6th of June, 1887, in the judgment mentioned, to the use of the plaintiff

in customary fee simple, according to the custom of the said manor by and under the rents, heriots, suits, and services therefor due, and of right accustomed, subject to redemption as provided by the said covenant, pursuant to the order dated the 6th of June, 1896, and to the subsequent order dated the 24th of July, 1896. In support of the motion it was said that on the 6th of June, 1887, the defendant mortgaged to the plaintiff certain copyholds and freeholds in Staffordshire, and the mortgage contained a covenant to surrender. On the 6th of June judgment against the defendant was delivered in an action for specific performance of the covenant, and the judgment was personally served duly indorsed on the 1st of July. On the 3rd of July a power of attorney, appointing W. J. Turner his attorney to surrender the premises in pursuance of the covenant, was tendered to the defendant, but he refused to execute it. On the 24th of July an order was made that the defendant should, on or before the 1st of August, 1896, or subsequently within four days after service of the order, comply with the judgment, and on the 28th of July that order was personally served duly indorsed. Notice was also given to the defendant that the Copyhold Court would sit on the following day. The defendant refused to execute the power of attorney or to attend the court, nor had he surrendered the premises up to the 10th of August. The defendant did not appear.

CHITTY, J., ordered a writ of attachment to issue in accordance with the terms of the notice of motion, with costs. The order to lie in the office for a week.—COUNSEL, *Sebastian*. SOLICITOR, *A. S. Fiske*, agent for *Knight & Sons*, Newcastle, Staffordshire.

[Reported by J. E. ALDOUS, Barrister-at-law.]

**RICHARDSON v. T. E. BRINSMEAD & SONS (LIM.)—19th August.**

**PRACTICE—INJUNCTION—AMENDMENT OF NOTICE OF MOTION.**

This was a motion to restrain the directors of T. E. Brinsmead & Co. from parting with any money by way of part payment of the purchase money for the business. In support of the motion, it was stated that since the notice of motion was given it had been found that part of the money had been paid to the joint account of Mr. Bradford, one of the directors, and the solicitor, Mr. W. A. Thomson. Joseph Davis, the vendor, had been paid the purchase money due to him, and it was therefore submitted that it was necessary to amend the notice of motion by making Thomson and Davis parties. Upon behalf of the defendants an undertaking in terms of the notice of motion was offered, and, further, that Thomson and Bradford should not part with any money standing to their joint account, except in payment of a dividend as mentioned in the prospectus. Without admitting that the vendor Davis had any of the money, a further undertaking was offered that he should not part with any that he had.

CHITTY, J.—There will be no necessity to amend the notice of motion. Upon the undertaking of counsel for the defendants there will be no order, and the costs will be costs in the cause.—COUNSEL, *C. L. Chubb*; *E. Carson*, Q.C., and *M. L. Romer*. SOLICITORS, *W. Maskell*; *Thomson & Co.*

[Reported by J. E. ALDOUS, Barrister-at-Law.]

**HODGE v. HODGE, DIBB, & CO.—19th August.**

**TRADE NAME—USE OF OWN NAME BY RIVAL TRADER—USER CALCULATED TO DECEIVE—INJUNCTION.**

This was a motion on behalf of the plaintiffs, Edwin Hodge and Herbert Hodge, trading as Henry Hodge, that an injunction might be granted restraining the defendants or either of them until judgment in the action or further order from trading or carrying on business under the style or title of "Henry Hodge, Dibb, & Co.," or from using any other title calculated to deceive the public or to lead the public to believe that the defendants' firm was in any way connected with the plaintiffs' firm. It appeared from the affidavits that Henry Hodge, the father of the plaintiffs, commenced business in Hull as a seed crusher upwards of forty years ago, and from the year 1866 carried on the said business at No. 6, High-street, Hull, until his death in 1889, under the style of "Henry Hodge." The defendant Charles Henry Dibb entered the employment of the late Henry Hodge as junior clerk in or about the year 1866, and subsequently became manager and confidential clerk to the said Henry Hodge in his business. By his will, dated the 26th of October, 1887, the said Henry Hodge appointed the defendant C. H. Dibb one of the trustees and executors, and by a codicil thereto directed that the business of Henry Hodge should be carried on by his trustees under the management of the defendant Dibb, until his son, the plaintiff Herbert Hodge, attained the age of twenty-one years, the said Dibb to receive out of the gross profits of the business a salary of £1,000 a year, with a certain commission upon the net profits, and upon the attainment of twenty-one years by the plaintiff Herbert Hodge he gave the business to the plaintiffs in equal shares, and directed that they should take the defendant Dibb into partnership upon the terms in the said codicil mentioned. In 1889 the said Henry Hodge died. The business was carried on according to the provisions of the will until the 23rd of March, 1896, when the plaintiff Herbert Hodge attained the age of twenty-one years. The defendant Dibb declined to become a partner in the business. In July, 1896, the defendant Dibb commenced business as a seed crusher at No. 2, High-street, Hull, in partnership with the defendant Henry Hodge, a grandson of Henry Hodge deceased, under the style of "Henry Hodge, Dibb, & Co." The defendant Henry Hodge was a solicitor, and it was stated that he had had no experience in the business of seed crushing. On behalf of the plaintiffs, it was contended that the defendant Hodge had been taken into partnership by the defendant Dibb for the purpose of attracting customers of the plaintiffs by the use of his name. On behalf of the defendants, it was contended that Henry Hodge had a right to use his own name in the business, and that there was no intention to deceive.



CHITTY, J., said that there was nothing to complain of in the mere use of the name Henry Hodge, because a man had a right to use his own name in trading; nor was there any objection to the defendants carrying on the business within three doors of the plaintiffs, as it was asserted that it was a convenient place. He accepted the statement that the defendants thought they were entitled to act as they had. But Dibb was well known in the trade. Henry Hodge, the grandson, was the younger of the two defendants, and the natural order of things would be to call the firm "Dibb & Hodge," or "Dibb, Hodge, & Co.," and not "Henry Hodge, Dibb, & Co." It was also true that the defendants had prepared a circular stating that the defendant Henry Hodge had had no connection with the business of the late Henry Hodge. But that was not sufficient, and there must be an injunction in terms of the notice of motion.—COUNSEL, A. J. Walter; Pike-Glasgow and H. H. Shepherd; H. Cave. SOLICITORS, F. B. Moss Blundell, for T. & A. Priestman, Hull; Pritchard & Sons, for Hearfield & Lambert, Hull.

[Reported by J. E. ALDOUS, Barrister-at-Law.]

#### JUDKINS v. JUDKINS—19th August.

PRACTICE—ORDER FOR DELIVERY UP OF CHILD OVER SIXTEEN—JURISDICTION.

This was an application that the respondent, the father of Winifred Florence Judkins, a child over the age of sixteen, should be ordered to deliver her up to the petitioner, the mother of the child. In support of the application it was stated that it was made before Barnes, J., on Wednesday last, and adjourned by him till to-day. The application was to enforce a decree for the custody of the child. The suit, which was one for judicial separation, came before Barnes, J., on the 5th of August, when a decree of judicial separation was granted and an order made giving the petitioner custody of both children. The child Winifred was over the age of sixteen, and under 20 & 21 Vict. c. 85, s. 35, there was jurisdiction to make the order. It was arranged that the child should be delivered to the petitioner on the 10th of August. An application was made to Barnes, J., for an order for delivery; and then, for the first time, the point was taken that the child was over sixteen, and that there was no jurisdiction to make the order. *Thomasset v. Thomasset* (42 W. R. 658; 1894, P. 295) decided that the judge had absolute discretion to order the custody of a child up to the age of twenty-one. On behalf of the respondent it was stated that the order had never been served on him.

CHITTY, J., said he must deal with the order as it was, and leave the respondent to apply to Barnes, J., after the vacation if he thought fit. He could not go behind the order of Barnes, J. There must be an order for the delivery of the child within forty-eight hours, with costs, without prejudice to any application to Barnes, J., after the Long Vacation.—COUNSEL, Toller; Wilcocks. SOLICITORS, H. B. Wade; Arnold & Whitting.

[Reported by J. E. ALDOUS, Barrister-at-Law.]

### CASES OF LAST SITTINGS.

#### High Court—Chancery Division.

Re BUCK, BRUTEY v. MACKEY—Kekewich, J., 4th and 5th August.

CHARITY—LEGACY TO FRIENDLY SOCIETY—EXISTENCE OF SOCIETY AT DATE OF TESTATOR'S DEATH—FAILURE OF OBJECTS—CY-PRES.

A testator who died on the 8th of January, 1893, by his will gave a legacy of £500 to a society called "The Commercial Travellers' Society" for the purposes of the institution. This society was established in the year 1800, with the object of providing a fund for the relief of sick and distressed members; and its rules provided that, in case members should be afflicted with sickness so as to render them incapable of employment and should be in distressed circumstances or should become infirm, they should be entitled to receive at the discretion of the committee of the society certain weekly payments, and that the widows and children of members, if they were left in distressed circumstances, should be entitled to receive upon certain conditions annuities of specified amounts. The society was supported not only by the subscriptions of members but also by additional voluntary donations. At the date of the testator's death, there was living only one member of the society who was a trustee and a member of the committee, and one annuitant whose annuity was fully provided for by the existing funds of the society which had been paid into court. No meeting of the society had been held since 1871, and no subscription received since 1874. The questions now raised were, whether the society was a charity and whether it was in existence at the date of the testator's death; upon the determination of which questions it depended whether the legacy of £500 had lapsed and fallen into the residue, or whether it was applicable *cy-pres* for charitable purposes.

KEKEWICH, J.—The first question is whether this society is a charity within the ordinary doctrine of the court as expounded in *Income Tax Commissioners v. Pemsel*. The cases of *Cunliffe v. Edwards* (1895, 1 Ch. 489), reported on appeal in the *Times* of the 4th of August, 1896, and *Re Clark's Trust* (1 Ch. D. 497) dwell on the absence of the ingredient of poverty in persons entitled to the benefit of relief. If this society were a perfectly businesslike arrangement, if it were simply a mutual insurance society, I should be bound by authority to say, and it would be clear, that it fairly fell outside the definition of a charity. It must not be forgotten, however, although it is by no means conclusive to shew that it is a charity, that the society has been assisted by outside donations, and that it has not been conducted on actuarial principles. That is true of a large number of societies, both charitable and in the nature of mutual assurance societies. The funds of the society are to be applied

in payment of certain annuities to widows and children of members, the amounts are not to be varied with the funds, it is not calculated that the funds would provide those annuities, and reliance is placed very much on outside donations. So that it does not seem to be a mutual assurance society. Then, again, I find that the provision is strictly for those in "distressed circumstances." As regards members, also they must be in "distressed circumstances": a phrase which, although capable of many interpretations, no doubt here means that their position in life must be such that they cannot live without assistance. As regards infirmity also, I think it is only reasonable to conclude that the committee would not be doing their duty if they assisted a member who, although suffering from disease or accident, was possessed of ample means. I understand that to point distinctly to poverty. Although poverty alone may not be the strict limit of charity, yet it is an object of charity; and when you have it linked in this way to the provisions of the society, I think it impossible to hold that it is a business arrangement like a mutual assurance society, and I am of opinion that it must be considered to be a charity. If it is a charity, then comes the question, Is there a lapse? I think there is not, as at the date of the testator's death there was at least one annuitant claiming against the society. There is a duty to provide for her annuity still existing, and consequently the society is still existing. As the £500 legacy is not required, it must be applied *cy-pres*.—COUNSEL, D. G. Begg; Renshaw, Q.C., and A. M. Begg; W. R. Sheldon; Ingle Joyce. SOLICITORS, Duffield & Bruty; West, King, Adams, & Co.; Hare & Co.

[Reported by C. C. HENSLEY, Barrister-at-Law.]

### Winding-up Cases.

Re THE NATIONAL BANK OF WALES—Vaughan Williams, J., 5th August.

COMPANY—WINDING UP—CONTRIBUTORY—TRANSFER WITH SANCTION OF LIQUIDATOR—COMPANIES ACT, 1862 (25 & 26 VICT. c. 89), ss. 38, 74, 98, 131, 133 (8), 153.

The above-named company was registered in 1879, and a resolution for voluntary winding up was passed on the 27th of May, 1893. At the date of the voluntary winding up the capital of the bank was £2,000,000, divided into 100,000 shares of £20 each, of which 2,250 had been issued and the sum of £10 per share paid up in respect thereof. At the date of the commencement of the winding up William Taylor was a shareholder holding ninety-five shares, including the thirty shares hereafter mentioned. On the 29th of November, 1893, William Taylor, with the sanction of the liquidator, transferred thirty of his shares to W. J. Phillips, and the transfer was registered, Taylor's certificate cancelled, and a fresh certificate issued to Phillips. On the 24th of May, 1894, Phillips, with the sanction of the liquidator, transferred the thirty shares to P. A. Rickard, who was registered, and received a certificate in the same way Phillips had done. Taylor, Phillips, and Rickard were put on the list of contributories. Three summonses were now taken out by Taylor, Phillips, and Rickard, in which each asked for the removal of his name from the list of contributories. The question was whether all or any, and which, of these three persons were liable to have their names placed on the list of contributories. Section 38 of the Act says that on a winding up "every present and past member of such company shall be liable to contribute to the assets of the company to an amount sufficient for the payment of the debts and liabilities of the company, and the costs, charges, and expenses of the winding up, and for the payment of such sums as may be required for the adjustment of the rights of the contributories amongst themselves." Section 131, speaking of voluntary winding up, says that after the commencement of the voluntary winding up "all transfers of shares, except transfers made to or with the sanction of the liquidator, or alteration in the status of the members of the company taking place after the commencement of such winding up shall be void." Section 133 (8) says that the liquidator may "exercise the powers hereinbefore given to the court of settling the list of contributories of the company." Section 153, dealing with winding up by the court, provides that "every transfer of shares, or alteration in the status of the members of the company, made between the commencement of the winding up and the order for winding up shall, unless the court otherwise order, be void."

VAUGHAN WILLIAMS, J., said that he should not allow Taylor's name to be removed from the list of contributories, for the reason that he found a difficulty in finding another person upon whom to fix the liability of contribution; and he did not in the present case see his way to put Phillips or Rickard on the list of contributories. Section 131 was not very happily worded, and was difficult to construe. It must have been the intention of the Legislature that a transfer with the sanction of the liquidator should be binding on the liquidator. This was not rectification, but alteration of the register to give effect to the transfer. There was no exception after the word "alteration in the status" in section 131; but under section 153 the court could say that a change in status was not void in a voluntary winding up under supervision. If the court could do it in that case, it could also in the case of a voluntary winding up without supervision. If the court had not that power, the court could make a supervision. In the present case leave had been given to amend the summons by asking the court to make the change in status effective. The successive transferees were bound to indemnify their transferors.—COUNSEL, Buckley, Q.C., and Inghen; Levent, Q.C., and Macnaghten; Bramwell Davis, Q.C., and Muir Mackenzie; Farwell, Q.C., and Ingle Joyce. SOLICITORS, Riddell, Vaisey, & Smith, for Vachell & Co., Cardiff; Bowser, Cotton, & Bowser; Faw & Co.; Richard White; Burton, Teates, & Hart, for Johnson, Barclay, & Rogers, Birmingham.

[Reported by V. DE S. FOWER, Barrister-at-Law.]

## High Court—Queen's Bench Division.

REG. v. CHAMBERS—C. C. R., 1st August.

CRIMINAL LAW—PRISONER CLAIMING TO BE TRIED BY JURY—FORM OF INDICTMENT—MALICIOUS DAMAGE ACT, 1861 (24 & 25 VICT. C. 97) s. 41—SUMMARY JURISDICTION ACT, 1879 (42 & 43 VICT. C. 49) s. 17.

Case stated by the chairman of the Norfolk Quarter Sessions. A person charged before a court of summary jurisdiction under section 41 of the Malicious Damage Act, 1861, with maliciously killing a dog claimed his right under section 17 of the Summary Jurisdiction Act, 1879, to have the case tried by a jury, and was committed for trial accordingly. At the hearing before the Court of Quarter Sessions he refused to plead, on the ground that the indictment did not show upon the face of it that he had claimed to be tried by a jury, and was therefore bad. The fact that he had so claimed was stated at the head of the depositions returned by the clerk to the justices in petty sessions. The chairman held that the indictment was good, and directed a plea of not guilty to be entered. The prisoner was convicted. The question was whether the indictment was good. No counsel appeared.

LORD RUSSELL OF KILLOWEN, C.J.—The short point is whether, in order to give jurisdiction to the Court of Quarter Sessions, it was necessary to allege in the indictment that the prisoner had elected to be tried by a jury under section 17 of the Summary Jurisdiction Act, 1879. That section provides that "a person who is charged before a court of summary jurisdiction with an offence in respect of the commission of which an offender is liable on summary conviction to be imprisoned for a term exceeding three months, and which is not an assault, may, on appearing before the court, and before the charge is gone into, but not afterwards, claim to be tried by a jury, and thereupon the court of summary jurisdiction shall deal with the case in all respects as if the accused were charged with an indictable offence, and not with an offence punishable on summary conviction, and the offence shall as respects the person so charged be deemed to be an indictable offence, and if the person so charged is committed for trial or bailed to appear for trial shall be prosecuted accordingly." I think that upon the facts existing in this case the Court of Quarter Sessions had jurisdiction to try the prisoner, and that there is no substance whatever in the objection to the indictment.

POLLOCK, B., and HAWKINS, GRANTHAM, and LAWRENCE, JJ., concurred. Conviction affirmed.

[Reported by T. R. C. DILL, Barrister-at-Law.]

## JONES v. GERMAN—5th August

SEARCH WARRANT—INFORMATION ON OATH—INFORMATION STATING MERE SUSPICION THAT GOODS HAVE BEEN STOLEN—SUFFICIENCY OF INFORMATION—WARRANT NOT SPECIFYING GOODS—SUFFICIENCY OF WARRANT.

Action tried by Lord Russell of Killowen, C.J., with a jury. After the findings of the jury the case was reserved for further consideration, and his lordship took time to consider his judgment, which he now gave in favour of the defendant. The facts fully appear in the judgment.

LORD RUSSELL OF KILLOWEN, C.J., read the following judgment:—This is an action for illegal arrest, false imprisonment, and trespass to goods. The plaintiff was at the time material to this action employed as butler and bailiff to one Thomas Wood, at Brasted, in Kent. The defendant is a justice of the peace for the county of Kent. On the 1st of June, 1895, Thomas Wood swore an information before the defendant that "he hath just and reasonable cause to suspect, and doth suspect, that William Jones, of Brasted, has in his possession certain property belonging to the said Thomas Wood, who upon his oath does depose and say that the said William Jones has been in his employ for five years and is now under notice to quit, and that he has requested the said William Jones to allow him to search several boxes which the said William Jones has had packed ready to be taken away, but which he refused to be looked through." On the same day the defendant granted a search warrant for the said goods, authorizing the constable of the parish of Sevenoaks in the following terms: "With proper assistance to enter the said premises occupied by the said William Jones, in the day time, and there diligently search for the said goods, and if the same, or any part thereof, shall be found upon such search, that you bring the goods so found, and also the body of the said William Jones, before me or some other of her Majesty's justices of the peace in and for the said county of Kent, to be disposed of and dealt with according to law." In pursuance of the warrant a search for the property of Thomas Wood was made in the presence of the plaintiff and Thomas Wood, and Thomas Wood then identified and claimed as his property certain articles, all of which articles were found packed in the boxes of the plaintiff, and the plaintiff was thereupon charged by Thomas Wood with stealing them, and was taken into custody. Subsequently the plaintiff was in due course of law charged before the defendant with stealing the said goods and was committed for trial at the quarter sessions, and the grand jury returned a true bill. Subsequently it was agreed between the plaintiff and Thomas Wood, that in consideration of Thomas Wood not offering any evidence against the plaintiff, certain of the articles should be given up to Thomas Wood, and that the plaintiff would take no proceedings for false imprisonment or malicious prosecution against Thomas Wood. In pursuance of the terms of this agreement no evidence was offered on the part of the prosecution, and a verdict of not guilty was returned. The plaintiff then brought the present action against the defendant, alleging that the warrant was granted illegally and without jurisdiction, because the information did not charge the commission of any criminal offence, and did not specify the goods for which search was desired. The jury assessed the plaintiff's damages at £15 if the defendant

was liable only in respect of the search, and at £75 if he was liable for the arrest and imprisonment until committal for trial; subject, however, to the question subsequently argued before me—whether the defendant was liable at all. I will deal with these two objections in the above-mentioned order. Now, it seems clear that at common law a justice has the general power to issue a search warrant for stolen goods (see 2 Hale's Pleas of the Crown, 113, 149, 150; *Entick v. Carrington*, 12 Howell's State Trials, 1067; Burn's Justice of the Peace, vol. 5, p. 1180); and although the earlier authorities are not clear on the subject, it was expressly decided by a strong court in *Elsie v. Smith* (1 Dow. & R. p. 97) that an allegation of the actual commission of a felony is not necessary to justify a magistrate in granting a search warrant. Abbot, C.J., in giving judgment in that case, said: "It need not be a positive and direct averment upon oath that the goods were stolen in order to justify the magistrate in granting his warrant. There are many cases in which a cautious man might not choose to swear that his property is stolen, nevertheless he might have great reason to suspect a particular party, and the magistrate would be well warranted in granting his search warrant. Suppose the case of a horse which has been lost by its owner and it is found in the possession of another person, the owner in that case might not like to take upon himself to swear that the horse had been stolen, for it may have strayed; but when he finds that his horse is concealed in the stable of another person he may very naturally conclude that it must be stolen, from the circumstances of the concealment, and therefore he may very conscientiously swear that he suspects it to have been stolen. If under such circumstances the magistrate is not authorized in issuing his search warrant, it might happen in many cases that felonies would go undetected." It seems to me, therefore, that on this part of the case the question is whether the information can be fairly understood as alleging reasonable grounds for suspecting that the goods were being feloniously dealt with by the defendant. I think it can. Supposing (to take the illustration put by the defendant's learned counsel) the same language to be the subject of an action of libel with the innuendo suggested, it would be, in my judgment, wrong to rule that the words complained of were not capable of bearing that innuendo. But it is said that this warrant is granted under section 103 of the 24 & 25 Vict. c. 96, which says: "If any credible witness shall prove upon oath before a justice of the peace a reasonable cause to suspect that any person has in his possession or on his premises any property whatsoever on or with respect to which any offence punishable either upon indictment or upon summary conviction by virtue of this Act shall have been committed, the justice may grant a warrant to search for such property as in the case of stolen goods." I greatly doubt whether this section applies to stolen goods, and, at any rate, I do not think it was meant to alter the law in respect of search warrants for goods supposed to be stolen. The language of the section suggests to my mind that its object is to apply the practice as regards search warrants for stolen goods to goods in respect of which some offence under the Act (other than larceny) has been committed. The conclusion, therefore, that I have come to on this point is that, on the authority of the case of *Elsie v. Smith*, the information was good at common law and was sufficient to justify the warrant. The second objection taken is that the information should have specified the goods for which search was desired; and that the warrant was a general warrant because it did not specify the goods, and that it was therefore bad. As to this, I cannot find it anywhere laid down that a search warrant must specify the goods, and indeed it is easy to suggest many cases where it might be impossible for the person laying the information to do so. Probably in most cases there is no difficulty in the matter, and for that reason the usual forms for the information and the warrant are drawn up in that way. I think, therefore, both objections fail, and my judgment is for the defendant. Judgment for defendant.—COUNSEL, *Lawson Walton, Q.C.*, and *A. Gill*; *Carson, Q.C.*, and *Hochler*; *Solicitors, Charles Everett*; *Routh, Stacey, & Castle*, for *Knocker, Knocker, & Holcroft, Sevenoaks*.

[Reported by SIR SHEESTON BAKER, Bart., Barrister-at-Law.]

## GOODSON v. THE SUNBURY GAS CONSUMERS CO. (LIM.)—5th July.

PUBLIC NUISANCE IN HIGHWAY—STATUTORY DUTY, BREACH OF—PENALTY IMPOSED BY STATUTE ON GAS COMPANY—SPECIAL DAMAGE—RIGHT OF ACTION—GASWORKS CLAUSES ACT, 1847 (10 VICT. C. 15), s. 11, 29.

Further consideration by Lord Russell of Killowen, C.J., in an action tried before him with a special jury on the 2nd of July. His lordship took time to consider his judgment, which he now delivered in favour of the plaintiff. The facts are fully stated in the judgment.

LORD RUSSELL OF KILLOWEN, C.J., read the following judgment:—The plaintiff in this action seeks to recover damages for personal injuries sustained by him in consequence of being thrown out of a vehicle, in which with others he was driving. The defendants had been laying down a gas main, and for that purpose had dug a trench along the side of the road, which they filled up so carelessly and defectively that the wheel of the vehicle in which the plaintiff was riding sank suddenly into the trench, causing the vehicle to upset, and throwing out the plaintiff and other occupants. The jury found (1) that the company failed to relimate and make good the road; (2) that the company failed to keep the road in good repair; (3) that the company were guilty of negligence in the original filling up of the road; (4) that the accident was caused by the defendants' negligence to make good the road, and in keeping the road in good repair; (5) that the state of the road over the trench and its condition constituted a nuisance, in the sense that it was a danger to those using the road; (6) that the nuisance was caused by the defendant company; (7) damages £250. The defendants contended that they were nevertheless not liable, because by section 11 of the Gasworks Clauses Act, 1847, a



penalty is imposed for failing to properly reinstate the road, and that therefore they could not be made liable in an action for damages as well. In my opinion, however, this section 11 deals principally, if not exclusively, with cases of delay in carrying out and completing work, &c., which the Act enjoins; and I think it is not applicable to cases like the present, where the work has apparently been completed, but turns out to have been improperly and carelessly executed from the beginning. But even assuming it to bear the interpretation sought to be put on it by the defendants, I do not think the defendants can escape liability in the present action. All the cases cited to me as shewing that the imposition of a penalty for breach of a statutory duty does away with the right to maintain an action for damages were cases where there was a breach merely of a statutory duty, as in *Atkinson v. Newcastle Waterworks Co.* (25 W. R. at p. 796, 2 Ex. D. 448). In that case Lord Cairns said that whether or not an action for damages for breach of a statutory duty could be maintained depended on "the purview of the Legislature in the particular statute and the language there employed." This seems to me the true view. Each case must be judged by itself. But in this case it is not, in my judgment, necessary to consider whether it was intended by the Gasworks Clauses Act, 1847, to take away a right of action in respect of the breaches of merely statutory duties, for which penalties are imposed by the Act. This I have not to decide now, because in this case we have a great deal more than the breach of a duty imposed by the Gasworks Clauses Act. The jury in this case have found that the defendants left the road in a condition which constituted a public nuisance for which, quite apart from the statute, they would be liable to an indictment, and for the consequences of which they are to be held responsible: see *Borough of Bathurst v. Macpherson* (4 App. Cas. 267). Finally, it is to be noticed that it is expressly provided by section 29 of the Act that nothing in the Act or the special Act shall prevent the undertakers from being liable to an indictment for nuisance or to any other legal proceedings to which they may be liable in consequence of making or supplying gas. This section is, in my opinion, wide enough to cover the present case, but for the reasons I have given I think the defendants may, apart from it, be made liable in such an action as the present. Judgment for plaintiff.—COUNSEL, *Kemp, Q.C.*, and *A. Powell; Cock, Q.C.*, and *Courthope-Munroe*. SOLICITORS, *Hicks, Davis, & Hunt; Kent & Son*.

[Reported by Sir SHERSTON BAKER, Bart., Barrister-at-Law.]

#### THOMAS v. JENNINGS AND OTHERS—12th August.

LANDLORD AND TENANT—TENANT'S FIXTURES—RIGHT TO SEVER FROM THE FREEHOLD AFTER EXPIRATION OF TENANCY.

This was an action tried before Hawkins, J., and a special jury on the 12th of March, and subsequently, the jury having been discharged, was argued on further consideration. The facts were as follows: On the 12th of April, 1872, Alfred Welch, being the owner in fee simple of "The Manor House," gardens, &c., situate at Southall, demised the same to Edward Weston for a term of twenty-one years from the 25th of March, 1872. In the lease was contained a covenant on the part of the lessee on the termination of the demise to peaceably surrender to Welch the demised premises "together with all landlord's fixtures and all erections and buildings to be erected and built on the said demised premises or any part thereof." On the 17th of September, 1879, Weston, the lessee, assigned the residue of his term to the plaintiff Thomas, who thereupon entered upon the premises, and paid rent, and became tenant to Welch. During the said term, and after the assignment, Thomas erected on the premises a vinery, with shed adjoining, a peach house, a forcing house, four top lights to a pit, and a sundial. These were tenant's fixtures, which might have been removed during the tenancy. A correspondence was opened between Thomas and Welch with reference to the fixtures. Thomas asked that he might leave the fixtures on the premises at the expiration of his lease so that they could be taken by an incoming tenant, or that he might remove them if not so taken. Welch assented, saying that Thomas might send his workmen on the premises at any time whilst it was in his possession unlet. The jury at the trial found that Welch consented and agreed to permit the plaintiff to leave the said fixtures on the premises with the view of their being purchased by Welch or by an incoming tenant, and failing such purchase that the plaintiff should be entitled to remove the same. Thomas quitted the premises at the expiration of his lease, leaving behind him the fixtures. On the 24th of June, 1890, Welch mortgaged the demised premises, subject to prior incumbrances, to the defendants Jennings and Finch; and they, on the 8th of February, 1894, appointed the defendant Ellis to be the receiver of the rents under the provisions of the Conveyancing and Law of Property Act, 1881, s. 24, and he on that day entered into possession of the premises on their behalf. No letting of the premises took place between the time of the plaintiff quitting and the month of March, 1895. In that month a proposed new tenant opened negotiations with Ellis, on behalf of the mortgagees, for taking the house, but he was not willing to purchase the fixtures at the price asked. Thomas then desired to remove the fixtures, but Ellis declined to give him permission, except under the condition that £30 should be deposited to make good the damage that would be caused by the removal. Plaintiff would not accept this condition, and thereupon the defendants refused to let the plaintiff remove any of the fixtures, denying his right to do so, or to enter on the premises. The plaintiff thereupon brought this action for the delivery up of the said fixtures and chattels or their value, and damages for their wrongful detention, and alternatively damages for being wrongfully prevented from removing the same. After hearing arguments on both sides, the learned judge (Hawkins, J.) reserved judgment.

On the 12th of August the learned judge delivered a written judgment to the following effect. Had the action been against Welch whilst in possession for non-fulfilment of his agreement, a binding contract might be established without any writing, for such a contract could not be described as a contract for the sale of goods or chattels under section 17 of the Statute of Frauds nor for the sale of an interest concerning lands within section 4, for the right to remove tenant's fixtures from the freehold does not give the tenant an interest in the freehold: *Hallen v. Runder* (1 C. M. & R. 266) and *Lee v. Gaskell* (24 W. R. 824, 1 Q. B. D. 700). He was inclined to think that if the agreement amounted to a licence to enter upon the premises at a future time in order to sever the fixtures from the freehold, it would be invalid as not being in writing: *Wood v. Leadbitter* (13 M. & W. 838), *Roffey v. Henderson* (17 Q. B., A. & E. N. S., 574). The agreement, however, only amounts to a promise on the part of Welch to give plaintiff permission to leave the fixtures on the premises, or in a particular event to remove them. The tenant's right to sever his fixtures, as a general rule, exists only during his tenancy: *Lyden v. Russell* (1 B. & Ad. 394). The landlord's right to claim the fixtures begins when the tenant ceases to occupy as tenant: *Cumberland Union Banking Co. v. Maryport Hematite, &c. Co.* (40 W. R. 280; 1892, 1 Ch. D. 415). The defendants were mortgagees in possession under a deed subsequent to the erection of the fixtures, and the agreement by Welch could not bind or affect their rights: *Porter v. Drew* (28 W. R. 672, 5 C. P. D. 143). The defendants were fully justified in standing upon their legal rights, and he came to the conclusion that they were entitled to judgment. Judgment for defendants.—COUNSEL, *Channell, Q.C.*, and *Plumptre; Crump, Q.C.*, and *Rolland*. SOLICITORS, *A. L. Houlder; Jennings & Finch*.

[Reported by E. G. STILLWELL, Barrister-at-Law.]

#### Bankruptcy Cases.

Re SCOTT, *Ex parte* SCOTT—Vaughan Williams and Kennedy, JJ., 30th April.

BANKRUPTCY—ACT OF BANKRUPTCY—ORAL NOTICE OF SUSPENSION OF PAYMENT—BANKRUPTCY ACT, 1883 (46 & 47 VICT. c. 52), s. 4, SUB-SECTION 1 (H).

This was an appeal by the debtor, Miss Alice Scott, against a receiving order made by the registrar of the County Court of Canterbury. The facts material to the decision were as follow. Upon the 16th of January a creditor of Miss Scott called upon her, and was asked to call again upon the 18th of January for payment of his account and that of a Mr. Lewis, the petitioning creditor. Upon calling upon the 18th of January the servant opened the door only so far as the chain would permit and said that Miss Scott would see nobody. Miss Scott called out from inside, "I won't see you now." The creditor said, "Won't you pay my debt or Mr. Lewis's," to which she replied, "No, I won't pay anybody now. It is too late, I am acting under advice. I refuse to see anybody at all." The registrar held these words to constitute a notice of suspension of payment, and made a receiving order against Miss Scott. It was contended on her behalf upon the hearing of the appeal that her words did not amount to a notice of suspension, but only meant that she could not pay at the moment, and that if this were held to be notice of suspension then every debtor who says to a creditor, "I can't pay you now, but shall be able to in a few days," may be held to have committed an act of bankruptcy.

THE COURT (VAUGHAN WILLIAMS and KENNEDY, JJ.) dismissed the appeal.

VAUGHAN WILLIAMS, J., stated that this case raised a new point, as all the reported cases on this particular act of bankruptcy were cases of traders, and that he had had considerable doubt as to whether the Legislature ever intended this act of bankruptcy to apply to non-traders; but that, as there was no express limitation of this act to traders in the statute, he was not prepared to say that it was so limited. If the debtor in this case had not added the words "I am acting under advice, I refuse to see anybody," she would not have given a notice of intention to suspend payment, but those words shewed that she intended to deal with her creditors collectively, and not with any one of them separately, because she had not enough money to pay them all in full.

KENNEDY, J., concurred.—COUNSEL, *Muir Mackenzie; J. H. W. Weigall*. SOLICITORS, *Prior, Church, & Adams; Kingsford & Dorman*.

[Reported by P. M. FRANKIE, Barrister-at-Law.]

Re DAGNALL, *Ex parte* SOANE & MORLEY—Vaughan Williams and Wright, JJ., 3rd August.

BANKRUPTCY—MARRIED WOMAN CARRYING ON A TRADE—MARRIED WOMEN'S PROPERTY ACT, 1882 (45 & 46 VICT. c. 75), s. 1 (5)—NOTICE OF INTENTION TO SUSPEND PAYMENT—BANKRUPTCY ACT, 1883 (46 & 47 VICT. c. 52), s. 4 (1) H.

This was an appeal against a refusal to make a receiving order in the county court at Brighton. Mrs. Dagnall, the debtor, had traded separately from her husband as a publican from the 6th of April to the 15th of December, 1894. Upon the latter date she sold the goodwill of her public-house, retaining the licence in her own name and still owing and being owed debts incurred in the course of trading. Upon the 2nd of January, 1895, her solicitors, with her authority, sent out circulars to each of her creditors asking them to attend a meeting on a specified date and to send in their accounts, but not expressly stating that Mrs. Dagnall intended to suspend payment. A petition was presented in the Brighton County Court founded upon this circular. The registrar held that the

circular was a notice of intention to suspend payment, but that no receiving order ought to be made, because Mrs. Dagnall was not carrying on a trade at the date of the act of bankruptcy alleged, and consequently did not come within the words of section 1 (5) of the Married Women's Property Act, 1882, "Every married woman carrying on a trade separately from her husband shall, in respect of her separate property, be subject to the bankruptcy laws in the same way as if she were a *feme sole*."

THE COURT (VAUGHAN WILLIAMS and WRIGHT, JJ.), held, firstly, that the circular was equivalent to a notice of suspension of payment because, although it did not state in terms that she intended to suspend payment, yet it was such a circular as would have rendered it dishonest of Mrs. Dagnall to pay any one of her creditors separately between the date of the circular and the day appointed for the meeting. Secondly, they held that Mrs. Dagnall was still "carrying on a trade" within the meaning of the Married Women's Property Act, 1882, because she had not yet paid off all her trade debts, and indeed the circular issued to her creditors was in respect of trade debts. Therefore, as she was still carrying on a trade at the date of the act of bankruptcy alleged in the petition, a receiving order ought to be made against her.—COUNSEL, *Bigham, Q.C., and Glenn; Witt, Q.C., and Peley*. SOLICITORS, *Burnett; Barran, Peggs, & Jupp*.

[Reported by P. M. FRANKS, Barrister-at-Law.]

**Re NEWTON, Ex parte THE NATIONAL PROVINCIAL BANK**—Vaughan Williams and Wright, JJ., 4th August.

**BANKRUPTCY—PROOF—SECURED CREDITOR—AMENDMENT OF VALUATION OF SECURITY**—BANKRUPTCY ACT, 1883 (46 & 47 VICT. C. 52), SCHEDULE II., RULES 12, 13.

This was an appeal from the decision of his honour Judge Austin in the County Court at Bristol, allowing the bank to amend the valuation of their security. The receiving order was made on the 10th of December, 1894; and upon the 9th of August, 1895, the bank presented a proof for £517 15s. 7d., stating that they held as security the assignment of a policy for £500 upon the debtor's life, and valuing the same at £10. Upon the 10th of December, 1895, the debtor died, the bank at once gave notice of the assignment to the insurance company and proceeded to prove their title to the policy. Upon the 21st of December the trustee tendered £10 to the manager of the bank at Bristol, which was refused. Upon the 9th of January, 1896, the bank served notice of motion for leave to amend their proof by valuing their security at £500 instead of £10. The motion was heard upon the 7th of February, when leave to amend was granted.

THE COURT (VAUGHAN WILLIAMS and WRIGHT, JJ.) dismissed the appeal without calling upon counsel for the respondents; concurring in the view of the learned county court judge, that tender of the assessed value of the security was not equivalent to payment under rule 12 of Schedule II. of the Bankruptcy Act, 1883: "The trustee may at any time redeem the security on payment of the assessed valuation"; and that the bank were entitled to leave to amend under rule 13 of the same schedule: "Where a creditor has so valued his security he may at any time amend his valuation on shewing to the satisfaction of the trustee or the court . . . that the security has . . . increased in value."—COUNSEL, *Muir Mackenzie; Reed, Q.C., and Weatherly*. SOLICITORS, *Sibly & Dickinson; Wilde, Berger, & Moore*.

[Reported by P. M. FRANKS, Barrister-at-Law.]

**Re CLARK, Ex parte BEYER, PEACOCK, & CO. (LIM.)—Q. B. Div., 7th August.**

**BANKRUPTCY—ISSUE OF NOTICE—SUBSEQUENT RETURN TO ENGLAND OF DEBTOR—SERVICE—APPLICATION TO SET ASIDE NOTICE—BANKRUPTCY ACT, 1883 (46 & 47 VICT. C. 52) s. 4, SUB-SECTION 1 (a), AND 6, SUB-SECTION 1 (b).**

This was an appeal by Messrs. Beyer, Peacock, & Co., from an order of Mr. Registrar Giffard setting aside a bankruptcy notice. The appellants were creditors of the respondent, Mateo Clark, and obtained judgment against him for over £4,000, and thereupon issued a bankruptcy notice against him under section 4 sub-section 1 (g) of the Bankruptcy Act, 1883 (46 & 47 VICT. C. 52). The debtor, a Peruvian subject, resided abroad since 1891, and was abroad at the time the bankruptcy notice was issued, but it was served upon him on his return to England for a day or two. The debtor thereupon applied under section 6 (d) to have the bankruptcy notice set aside. That section says that a creditor shall not be entitled to present a bankruptcy petition against a debtor unless, among other conditions, "the debtor is domiciled in England, or within a year before the date of the presentation of the petition has ordinarily resided or had a dwelling-house or place of business in England." The registrar ordered it to be set aside, on the ground that, as he had no residence or place of business in England, he was not at the time the notice was issued subject to the English bankruptcy law. From this decision the creditors appealed. It was contended on their behalf that the order was wrong. Objection to the bankruptcy notice should be made on the hearing of the petition. Section 6 only relates to the conditions on which a creditor may petition. *Re Easton, Ex parte Dixon* (10 Morrell, 111). For the respondent it was contended that the word "debtor" in section 4 of the Bankruptcy Act means a debtor properly subject to the English law of bankruptcy, namely, one against whom a petition in bankruptcy can be presented: *Re Lynes, Ex parte Leater & Co.* (41 W. R. 498; 1893, 2 Q. B. 113). Sections 4 and 6 must be construed together, and if the debtor is not subject to the laws of England at the time of the notice, the notice can be set aside, *Ex parte Blain, Re Savers* (28 W. R. 334, 12 Ch. D. 522). The service of a notice is a process of the Bankruptcy Court, and if that court has no jurisdiction the notice should be set aside. *Re Pearson* (40 W. R. 532; 1892, 2 Q. B. 263).

THE COURT (LINDLEY, LOPES, and RIGBY, L.JJ.) allowed the appeal.

LINDLEY, L.J., in giving judgment, said that the point taken by the learned counsel on behalf of the appellants was a good one. The difficulty in the case arose upon the construction of section 4, sub-section 1 (g). Judgment had been obtained against the respondent; this was a valid judgment, and the respondent was therefore a debtor. On the 23rd June a bankruptcy notice was issued, and subsequent to this the respondent returned to England, thus rendering himself liable to be proceeded against under the Bankruptcy Act. He was then served with the notice. It was contended for him that he was not a "debtor" within the meaning of section 4, because under section 6 (d) he could not have a petition presented against him; and if not a "debtor" no notice could be issued. That was the point the court had to decide. The authorities cited did not appear to precisely touch this point, but the court was of opinion that to uphold the contention of the counsel for the respondent would be to place too narrow a construction upon section 4. They therefore came to the conclusion that the notice, although it was issued before the debtor came to England, was valid, and that there had been a good service. The appeal should therefore be allowed.

LOPES and RIGBY, L.JJ., delivered judgments to the same effect. Appeal allowed with costs.—COUNSEL, *T. W. Chitty and Herbert Chitty; Muir Mackenzie*. SOLICITORS, *Pritchard, Englefield & Co., for John Leigh, Manchester; Harwood and Stephenson*.

[Reported by E. G. STILLWELL, Barrister-at-Law.]

## LAW SOCIETIES.

### INCORPORATED LAW SOCIETY.

#### ANNUAL REPORT.

(Continued from page 702.)

**Trial of Commercial Cases.**—In April last a memorial signed by certain merchants, underwriters, shipowners, and solicitors of the City of London was prepared for presentation to the Lord Chief Justice. It was to the effect that they had heard with much regret that it was proposed to make a change in the constitution of the court to which for the past year commercial causes had been assigned. They pointed out that the judge who had hitherto usually presided in that court had had a long and special experience in commercial work, (which had gained for him the confidence of all classes of suitors who had resorted to the court; but that, apart from that consideration, they desired to point out that, successful as the court had been, it was still in an experimental stage, and that its ultimate success would depend entirely upon the continuity of its methods, which would be endangered by a change in its constitution at the present stage, before the practice which had been initiated by the judge referred to had become crystallized and had become familiar to business men and to practitioners throughout the country. For these reasons the memorialists expressed a hope that no change would be made which would remove from the court the judge who had hitherto usually presided over it. The President called the attention of the Council to this memorial, and a resolution was passed strongly recommending it to the consideration of the Lord Chief Justice and the judges of the Supreme Court, and a statement to this effect was endorsed on the memorial signed by the President and submitted to the Lord Chief Justice; and the Council have reason to believe that after the present circuit is over the Commercial Court will for some time, at least, have the assistance of the Lord Chief Justice and Mr. Justice Mathew, who have done so much towards its great success.

**Legal Procedure.**—At the special general meeting held on the 24th of April, the following resolution was passed, viz.: "That in the opinion of this Society a reform is desirable in the administration and arrangement existing in the Queen's Bench Division." This resolution, as well as detailed suggestions made by the member of the Society who moved it, have been considered by the Council; and the Council, while approving of the principle of the recommendation made by the member in question that there should be an adequate number of judges permanently in town to deal with London business, consider it undesirable to put forward or promote any scheme dealing with details of rearrangement and allocation of business to particular courts and judges at the present time, or until the number of judges is increased. The Council are of opinion that the judges can themselves best distribute the business in the manner most calculated to meet the daily exigencies as they arise, and they adhere to the opinion which they have repeatedly expressed, that divisional courts should be abolished. The Council also think it would be for general convenience that arrangements should be made by which summonses attended by counsel should be taken at a particular hour, and those attended by solicitors at some other hour.

**Lancashire Sittings.**—In March last the President attended a deputation to the Lord Chancellor from Liverpool and Manchester, and supported the views of the Liverpool and Manchester Law Societies with reference to their application to have arrangements made for continuous sittings in Lancashire.

**Life Assurance Companies (Payment into Court) Act, 1896.**—Before this Bill became law the Lord Chancellor asked the Council to suggest to him the draft of rules to be made under it, and the Council have settled a set of draft rules, and have submitted them to his lordship for his consideration.

**Land Transfer.**—The Committee of the House of Commons appointed to take evidence on this subject last year suspended their sittings in consequence of the dissolution without having concluded the evidence, and made a report of the evidence actually taken before them without any conclusions. In the course of the evidence given before the Committee by Mr. Wolstenholme and others suggestions were made for simplifying the



law relating to the transfer of real property without the establishment of a register, and the Council had a draft of a Bill settled by Mr. Wolstenholme for carrying such suggestions into effect, and it was sent to the Lord Chancellor for his consideration. As no Bill was introduced by the Government this year in connection with the subject, the Council have abstained from actively promoting their own Bill in the present Session. The Council recommend that when the subject next occupies the attention of Parliament the Bill drafted by them should be introduced.

#### BILLS IN PARLIAMENT.

**Judicial Trustee Bill.**—The reports of the Council for the years 1891, 1892, and 1895 referred to Bills brought into Parliament having for their objects the appointment of a public trustee to undertake the administration of private trusts. Last year a Committee of the House of Commons was appointed to consider the subject of the administration of trusts, and, after taking evidence, including that of the then President and other members of the Society, made a report to the House. A Bill to give effect to this report was introduced last Session, and again this year a Bill, entitled the Judicial Trustee Bill, which, as introduced, was practically identical with the Bill of last year, has been put forward. The Council, while preferring the scheme recommended by the Select Committee to that of the Public Trustee Bills of previous Sessions, and while wholly approving of the principle embodied in the present Bill of affording relief to trustees, felt very diffident as to the operation of the provisions relating to the appointment of judicial trustees, and confirmed a report on the subject made by the committee of the Council to whom the matter was referred, and sent the report to the Lord Chancellor, the law officers of the Crown, Sir Robert Reid, and others interested in the matter. The Council suggested various alterations in the Bill, and many of their suggestions have been given effect to in Committee, and they hope that the Bill may be still further improved in the House of Lords.

(To be continued)

## NEW ORDERS, &c.

### TRANSFER OF ACTION.

#### ORDER OF COURT.

Wednesday, the 12th day of August, 1896.

I, Hardinge Stanley, Baron Halsbury, Lord High Chancellor of Great Britain, do hereby order that the action mentioned in the schedule hereto shall be transferred to the Honourable Mr. Justice Vaughan Williams.

#### SCHEDULE.

Mr. Justice CHITTY (1896—C—No. 1,262).

In re The Carrara Marble Co, Limited. Edward Archer v The Carrara Marble Co, Limited.

HALSBURY, C.

## LEGAL NEWS.

### OBITUARY.

Mr. W. FROOKS WOODFORD, who was for over fifteen years the judge of the Derbyshire County Courts, died very suddenly last week, at his residence at Longmelton, Suffolk. Mr. Woodforde, who in June attained his eightieth birthday, had been very unwell for some months, but had improved in health, and had only returned a few days before from Eastbourne. He was a son of the late Mr. Thomas Frooks, clerk of the peace for Dorset, and Frances Sophia, daughter of the Rev. F. Woodforde, rector of Anford, Somerset. He was educated at Sherborne School and at Exeter College, Oxford, where he took his degree in 1842. In 1852 he married Anne Oliver, eldest daughter of Mr. W. Beadon, J.P., of Otterhead, Devon. Mr. Frooks was admitted a barrister of the Inner Temple in January, 1844, and went the Western Circuit; he was leader of the Dorset Sessions, and sometime deputy-judge of the Tolzey Court, Bristol. He assumed the name of Woodforde in 1870. In 1874 he was appointed by the then Lord Chancellor (the late Lord Cairns) county court judge of Derbyshire. He retired in 1889. The late Mr. Woodforde's eldest son (Mr. W. Beadon Woodforde) occupies the position of registrar of the Derby County Court.

We have also to record the death of Mr. TIMOTHY CROSBY, Registrar of Stockton and Middlesbrough County Court, which took place on the 14th inst., after only three days' illness, in the seventieth year of his age. Mr. Crosby was admitted a solicitor in 1849, and was a partner in the firm of Crosby, Farmer, & Crosby. He took an active interest in local affairs, and was for some time a member of the Durham County Council.

### APPOINTMENTS.

The Queen has been pleased to approve the appointment of Mr. ROBERT SMITH AIDMAN, of the Indian Civil Service, who now holds the appointment of Acting Judge in the High Court of Allahabad, to be a Judge of that Court.

Mr. ROBERT TOY has been appointed Clerk to Mr. McConnell, Chairman of the Quarter Sessions for the County of London; and Mr. EDWIN COCKSHED (for many years clerk to Sir Harry Poland, Q.C.) has been appointed Clerk to Mr. Loveland-Loveland, Deputy-Chairman of the same Sessions.

## CHANGES IN PARTNERSHIPS.

### DISSOLUTION.

JAMES TUCK WITHERS and JOHN JAMES WITHERS, solicitors (Withers & Witheres), Maltravers House, Arundel-street, Strand, W.C. Aug. 14. [Gazette, Aug. 18.]

### GENERAL.

A marriage has been arranged, and will shortly take place, between the Right. Hon. Mr. Justice Madden, of Nutley, county Dublin, and Jessie Isabelle, daughter of the late Mr. Richard Warburton, D.L., of Garryhinch, King's County.

The Recorder of Dublin, Mr. Frederick Falkiner, Q.C., has received the honour of knighthood from the Lord Lieutenant of Ireland.

**WARNING TO INTENDING HOUSE PURCHASERS AND LESSORS.**—Before purchasing or renting a house, have the Sanitary Arrangements thoroughly Examined by an Expert from The Sanitary Engineering Co. (Carter Bros.), 65, Victoria-street, Westminster. Fee for a London house, 2 guineas; country by arrangement. (Established 1875).—[Adv't.]

## THE PROPERTY MART.

### RESULTS OF SALES.

Despite the dead season, Messrs. H. E. FOSTER & CHAMFIELD'S Periodical Sale of Reversions and Life Policies, on Thursday, the 20th inst., was well attended and very successful, the amount realized being nearly £14,000. The following were some of the principal results:—Absolute Reversion to one-third of £34,550, lives 80 and 61, sold for £8,000; Absolute Reversion to one-sixth of £4,000, life 91, sold for £470; one-fourteenth Share of Properties in possession, producing £1,000 per annum, sold for £1,035; Policies of Assurance for £2,500, life 83, sold for £1,340; £1,000 and £1,800, lives 64 and 73 respectively, sold together for £1,760; £1,000, life 72, sold for £750; £3,000, life 51, sold for £385; £3,500, life 63, sold for £800.

The same firm are offering Freehold Ground Rents of £645 per annum, and other Properties, on Wednesday next, the 28th inst.

## WINNING UP NOTICES.

London Gazette—FRIDAY, AUG. 14.

### JOINT STOCK COMPANIES.

#### LIMITED IN CHANCERY.

GENERAL SECURITIES TRUST AND AGENCY, LIMITED—Creditors are required, on or before Sept. 26, to send their names and addresses, and the particulars of their debts or claims, to Alfred Flower, 23, Bucklersbury. Jones & Co, Liverpool, solvers to liquidator. JOWETT, WATERHOUSE, & CO, LIMITED—Creditors are required, on or before Sept. 12, to send their names and addresses, and the particulars of their debts or claims, to Henry Lees Hollingworth, 19, Queen st, Oldham. MAWDACH COPPER CO, LIMITED—Creditors are required, on or before Sept. 16, to send their names and addresses, and the particulars of their debts or claims, to Frederick Foster Gates, 25, Budge row, Cannon st. MELINCOURT BRICK AND TILE CO, LIMITED—Creditors are required, on or before Sept. 25, to send their names and addresses, and the particulars of their debts or claims, to Charles Lewis Barfoot, Carlton chambers, Newport, Mon. MODERN ART PUBLISHING CO, LIMITED—Creditors are required, on or before Oct. 1, to send their names and addresses, and the particulars of their debts or claims, to William Arthur Lawton, 160, Fleet st. QUINCY CYCLE CO, LIMITED—Creditors are required, on or before Sept. 15, to send their names and addresses, and the particulars of their debts or claims, to Maurice Pollack and Rowland Hill, care of Peirson & Son, Coventry. Hughes & Mawer, Coventry.

#### COUNTY PALATINE OF LANCASTER.

HIGGINSHAW MILLS AND SPINNING CO, LIMITED—By an order made by the court, dated Nov. 18, it was ordered that the voluntary winding up of the company be continued. Ascroft & Maw, Oldham, solvers for petitioners.

### FRIENDLY SOCIETY DISSOLVED.

WIDOW AND ORPHAN FUND OF THE CHORLEWICK CHAIR LODGE FRIENDLY SOCIETY, Judge Walmesley Inn, Billington Langho, Blackburn, Lancaster. July 29

London Gazette.—TUESDAY, AUG. 18.

### JOINT STOCK COMPANIES.

#### LIMITED IN CHANCERY.

ALBERTA STEAMSHIP CO, LIMITED—Creditors are required, on or before Oct. 1, to send their names and addresses, and the particulars of their debts or claims, to Henry Douglas Eshelby, 24, North John st, Liverpool. Forshaw & Hawkins, Liverpool, solvers to liquidator. BER COMPANY, LIMITED (IN LIQUIDATION)—Creditors are required, on or before Nov. 13, to send their names and addresses, and the particulars of their debts or claims, to Messrs Albert Ellissen, Adrien Benard, and Raphael Bensman, 36, Broad st House, Old Broad st. Braithwaite, Throgmorton avenue, solver for liquidators. BIRMINGHAM CENTRAL TRAMWAYS CO, LIMITED—Creditors are required, on or before Sept. 30, to send their names and addresses, and the particulars of their debts or claims, to Howard Samuel Smith, 14, Waterloo st, Birmingham. G. MOORE & SONS, LIMITED—Creditors are required, on or before Oct. 1, to send their names and addresses, and the particulars of their debts or claims, to John Hobart Armstrong, of Monkhouse, Goddard, & Co, St Nicholas chhrs, Newcastle-upon-Tyne. Gibson & Co, Newcastle-upon-Tyne, solvers to the liquidator. LOUIS TUSSEAUD'S NEW EXHIBITION, LIMITED—Petition for winding up, presented Aug. 7, directed to be heard on Oct. 28. Bryan E. Johnson, for Deaf & Co, 28, St George st, Westminster, solvers for petitioners. Notice of appearing must reach the above-named not later than 6 o'clock in the afternoon of Oct. 27.

### FRIENDLY SOCIETIES DISSOLVED.

ATLEHAM ECONOMIC BENEFIT SOCIETY, Atleham, Norfolk. Aug. 19. BAGGILL INDUSTRIAL BEANS BAND AND WORKING MEN'S CLUB, Downhill Tavern, Bagillt, Flint. Aug. 12. BLACKBURN JUVENILE FORESTERS, 11, Beverley st, Blackburn, Lancaster. Aug. 12. BLACKHEATH HELP-MYSELF PROVIDENT LOAN AND INVESTMENT SOCIETY, Chapel st, Blackheath, Rowley Regis, Stafford. Aug. 13.

CHELMFORD CONSERVATIVE WORKING MEN'S CLUB SOCIETY, Crane Court House, High st. Chelmsford, Essex. Aug 12  
 DUDLEY PROVIDENT SOCIETY, Saracen's Head Hotel, Dudley, Worcester. Aug 12  
 GUIDE INDUSTRIAL AND CO-OPERATIVE SOCIETY, LIMITED, Guide, Blackburn, Lancaster. Aug 12  
 KIBWORTH INDUSTRIAL AND PROVIDENT FREEHOLD LAND SOCIETY, LIMITED, Kibworth, Leicester. Aug 12  
 RELIANCE PERMANENT MONEY SOCIETY, Trees Inn, Hookley Hill, Birmingham. Aug 12  
 RHYMNEY FARMERS AND ARTISANS OF ALL TRADES, Fuddlers' Arms Inn, Rhymney, Monmouth. Aug 5  
 UNION SOCIETY, Birmingham. Aug 12  
 WAKEFIELD EQUITABLE, INDUSTRIAL, AND PROVIDENT LAND SOCIETY, LIMITED, Wakefield, Yorks. Aug 12

## CREDITORS' NOTICES.

## UNDER ESTATES IN CHANCERY.

LAST DAY OF CLAIM.

London Gazette.—FRIDAY, Aug. 14.

LEACH, BADEN, Invercargill, Otago, New Zealand, Settler, formerly of Carmarthen, South Wales. Nov 1. Leach v Godlee, Chitty, J. Godlee, Cannon st  
 YOUNG, ANDREW, Nottingham, Auctioneer. Oct 1. Allen v Young, Kekewich, J. Martin, Nottingham  
 YOUNG, ARTHUR JOHN, Bradfield Hall, Bury St Edmunds. Oct 19. Adamson v Young, Kekewich, J. Partridge, Bury St Edmunds

## UNDER 22 &amp; 23 VICT. CAP. 35.

LAST DAY OF CLAIM.

London Gazette.—FRIDAY, Aug. 7.

BATH, the Most Hon JOHN ALEXANDER, Marquis of, Berkeley sq Sept 12 Farrer & Co, Lincoln's inn fields  
 BADGER, JOSEPH RICHARD, Liverpool Sept 11 Shakespear & Co, Liverpool  
 BESWICK, JOHN, Torkington, nr Stockport Sept 15 Grundey, Stockport  
 BROOKES, WILLIAM, Llandudno Sept 14 Chamberlain & Johnson, Llandudno  
 BROWN, JANE, Macclesfield Sept 9 May, Macclesfield  
 DASHPER, WILLIAM RICHARD RENDELL, Torquay Sept 29 Dashper, Torquay  
 DAVID, THEOPHILUS JAMES, Brighton Sept 8 Goodman, Brighton  
 DYSON, THOMAS, Whalley Range, nr Manchester Sept 29 Chapman & Co, Manchester  
 EVERY, SARAH, Chiswick Sept 14 Bartlett, Bush ln  
 FITZROY, SIR ROBERT O'BRIEN, Park ln, K.C.B., Vice Admiral Sept 12 Farrer & Co, Lincoln's inn fields  
 FOWKE, EMMA, Penn, Stafford Sept 20 Neve & Co, Wolverhampton  
 HIBBARD, JOHN, Bath Sept 30 Taylor, Putney  
 JACKSON, WILLIAM NORTHROVE, Queen Victoria st Sept 14 Bartley, Bush ln  
 KELLER, ELLEN, Earl st, Edgware rd Aug 24 Sheehy, Coleman st  
 LANGLEY, WILLIAM, Barking, Essex Sept 18 Preston, Stratford  
 LEE, WILLIAM, Rochdale Sept 25 Standing, Taylor & Co, Rochdale  
 MALLINSON, JOHN, Bradford, York Sept 1 Farrar, Bradford  
 MAY, EMMA HUBBARD, Chelmsford, Essex Sept 1 Copland, Chelmsford  
 MELTON, WALTER, Totnes, Devon, Draper Sept 4 Lane & White, Plymouth  
 MITCHELL, THOMAS ALEXANDER, Southend on Sea, Physician Sept 21 Wood & Co, Southend on Sea  
 NOTT, GEORGE, Hertford, Farmer Aug 22 Passingham, Hitchin, Herts  
 PALMER, WILLIAM, Chislehurst, Kent Sept 12 Simpson & Co, Southwark  
 PARRY, HENRY, Kingswear, Devon Sept 21 Lee & Co, Queen Victoria st  
 PENDER, SIR JOHN, G M G, Arlington st Oct 1 Barlow & James, Fenchurch st  
 PRESTON, WILLIAM ANDERSON, York, Chemist Oct 1 Bantoft, Selby  
 PRICE, ROBERT, Freezywater, Waltham Cross Sept 5 Nickinson & Co, Chancery lane  
 PUTLEY, CHARLES, St George st East Sept 20 Davies, Chancery lane  
 RAYNE, the Rev THOMAS MILVILLE, Crakehall, nr Bedale, York Sept 19 Nelson & Co, Leeds  
 RAY, JAMES, Grassmoor, Derby, Farmer Aug 29 Ward, Chesterfield  
 ROBERTSON, DAVID DOBIE, New Brunswick, Canada Sept 1 Scames & Co, Lincoln's inn fields  
 SANDS, LOUISA JANE, Brighton Sept 12 Carritt, Mark lane  
 SIDDLE, LUDWIG, Josephine avenue, Brixton hill Sept 1 Russell & Co, Old Jewry chms  
 SMITH, LAWRENCE DOUGLAS, Brighton Sept 30 Stibbard & Co, Lendenhall st  
 SNOWBALL, WILLIAM, Wolsingham, Burham May 27 Dickinson & Co, Newcastle upon Tyne  
 STEPHENSON, WILLIAM, Carlisle, Cumberland Sept 12 Broughton, Carlisle  
 STONEHOUSE, JAMES, West Hartlepool Sept 1 Geipel, West Hartlepool  
 TURNER, HEROD, Rochdale Sept 1 Stott & Son, Rochdale  
 UNDERWOOD, SAMUEL, Reigate, Florist Sept 29 Morrisons & Nightingale, Reigate  
 WESTCOTT, EMMA SUSAN, Liverpool Sept 15 Pride, Liverpool  
 WRIGHTWICK, CHARLES MEDHURST, Tunbridge Wells, Kent, Saddler Sept 29 Cripps & Son, Tunbridge Wells

London Gazette.—TUESDAY, Aug. 11.

ASTON, GEORGE, Ironbridge, Salop Sept 7 Phillips, Shifnal  
 AXE, JOSEPH MACHIN, Doncaster, Veterinary Surgeon Sept 1 Besoby, Retford, Notts  
 BELL, HANNAH, Dalston, Cumbrld Aug 29 Sewell, Carlisle  
 BIGGS, JOHN ROBERT, Southwark Sept 14 J A & H E Farnfield, Lower Thames st  
 BRICE, GEORGE, Barton on Humber Sept 15 J T & H Woodhouse, Hull  
 BROCKLEBANK, SARAH ELIZABETH, Clifton, Bristol Sept 15 Stanley & Co, Bristol  
 CRAWFORD, HUGH, Bedford Sept 8 Halliley & Stimson, Bedford  
 CURSOW, ELIZA, Cardiff Sept 14 Stephens, Cardiff  
 DUCKWORTH, THOMAS, Manchester, Merchant Sept 30 Diggies & Ogden, Manchester  
 EVANS, CHARLES SILVESTER, Bhatfisbury, Dorset Oct 6 Bird & Co, Gray's inn sq  
 FINDLAY, BRUCE, Old Trafford, nr Manchester Aug 31 Lambert, Manchester

FISHER, JAMES, Clifton, Bristol, Artist Sept 14 Johnsons, Bristol  
 FORSTER, WILLIAM, Lemington, Northumbria, Butcher Sept 22 Keenlyside & Co, Newcastle on Tyne  
 GOODERSON, JOSEPH WILLIAM, Harrow Oct 1 Griffiths, Chancery lane  
 HASSELDEN, JAMES, Kingston upon Hull Sept 18 Martinson, Hull  
 LUCKIE, LAVINIA, Brighton Sept 1 Eggar, Brighton  
 OTHER, ANN COOPER, Godalming, Surrey Sept 10 Todd, York bldgs, Adelphi  
 PANNELL, JOHN BEDFORD, Stratford Aug 25 Sedgwick & Sharman, Stratford  
 PERKS, ROBERT, Torquay Sept 20 Neve & Co, Wolverhampton  
 PICKBURN, GEORGE FREDERICK, Edgbaston Sept 14 Snow & Atkins, Birmingham  
 REEVE, HESTER, Sittingbourne, Kent Sept 10 Winch & Co, Sittingbourne  
 SMITH, ANN, Uxbridge rd Sept 19 Cross & Sons, Lancaster pl, Strand  
 SMITH, MATTHEW GEORGE, Lincoln, Farmer October 9 Danby & Co, Lincoln  
 SPEAKMAN, EDWARD, Wallaroo, South Australia Sept 10 Blyth & Co, Gresham House  
 STAPLEY, SELINA, Brighton Sept 8 Harker, Brighton  
 STOOKE, WILLIAM, Hotwells, Bristol, Licensed Victualler Sept 14 Johnstone, Bristol  
 SURTRES, WILLIAM HENRY, Sunderland Sept 8 J & W J Robinson, Sunderland  
 SUTHERLAND, WILLIAM HOPE, Health Officer, Rangoon Municipality Oct 15 Summers, Rangoon, Burma  
 UPTON, JANE ISABELLA, Blackheath Sept 14 Upton, Blackheath  
 WAISTER, JOHN MUSGRAVE, Smyrna, Turkey Sept 14 Kinch, Chancery lane  
 WATSON, WILLIAM, Hessele, York Aug 31 Thompson & Co, Hull  
 WHITTAKER, TATTERSALL, Oswaldtwistle, Lancs Sept 12 Westwell, Church's, Lancs

London Gazette.—FRIDAY, August 14.

BATES, JOHN, Carlton, Notts Sept 26 Turner & Barrows, Nottingham  
 BUSCHINI, MARINO, Cross st, Hatton grdn Sept 30 Valeriani, Cranburn st  
 CAREY, HENRY, Anfield, Liverpool Sept 28 Field & Co, Liverpool  
 CATER, MERCY JANE, St Thomas the Apostle, Devon Aug 26 Friend & Co, Exeter  
 DAVIES, GWYNETH GEORGIANA BLANCHE, Welbeck st Sept 11 Tweed & Co, Lincoln  
 DEEDMAN, WILLIAM, Ash, nr Aldershot, Brickmaker Sept 14 Matthews, Guildford  
 DOCHERTY, HUGH, Shieldfield, Newcastle upon Tyne, Tailor Sept 14 Ward, Newcastle upon Tyne  
 EASTWOOD, ELIZA ANNE, Southsea Sept 15 Kelsall & Gillson, Fareham, Hants  
 FEILDING, LADY MARY FRANCES CATHERINE, West Malvern Oct 15 Bowerman, Gray's inn sq  
 GRIFFITH, ELIZABETH AUGUSTA, Clarend, Vaud, Switzerland Sept 23 Allen & Son, Carlisle st  
 HANNA, JAMES, Romford, Physician Sept 29 White & Leonard, Ludgate circus  
 HYNAN, ANN, Hornsey Rise Sept 11 Frost, Leadenhall st  
 KING, MRS MARY, Windsor Aug 31 Cecil Durant, Windsor  
 LORD, JAMES, Stoke Newington Sept 12 Rundle & Hobrow, Basinghall st  
 MACKAY, WILLIAM, Morpeth, Northumbria Aug 31 Carlyon & Kerby, Truro  
 MALLAT, JEAN, Villeneuve sur Lot Sept 22 Goldberg & Co, West st, Finsbury circus  
 MEADE, RICHARD WILLIAM, Norris st, Haymarket Sept 15 Marshall & Pridham, Theobald's rd  
 NEWBATT, BENJAMIN, Piccadilly Dec 1 Frank & Co, Golden sq  
 PARKER, WRIGHT, Oldham, Lancs Sept 15 Ponsoby & Carlile, Oldham  
 RENNELL, EMILY, East Dulwich Sept 25 Romer & Haslam, Copthall chmdrs  
 SAYAGE, EMMA, Wells, Somerset Sept 29 Davies & Roach, Wells  
 SIMMONS, EMILY SARAH, Walworth, S E July 10 Dyson & Smith, Devonshire chmdrs  
 STANER, GEORGE, Margate, Auctioneer Sept 30 Boys, Margate  
 STAPYLTON, MAJOR HENRY MILES, Myton Hall, Helperby, York Sept 15 Munby & Scott, York  
 STEELE, ALFRED, Hastings Sept 25 Stubbs, Hastings  
 STOPFORD, HENRY EDWARD, Northampton Sept 15 Burton & Gandy, Daventry  
 THURSBY, ELIZABETH SOPHIA, Harleston, Northampton Sept 12 Thursby, King's Arms yard  
 WHITE, ROBERT ROWLAND, Cardiff Sept 15 Belcher, Cardiff  
 WRIGHT, SARAH, Clifton, Oxford Sept 30 Kilby & Collings, Banbury

London Gazette.—TUESDAY, Aug. 18.

ALLEN, GEORGE SEWELL, Colchester Sept 29 Prior & Young, Colchester  
 ASTON, HENRY, Cheddar Oct 15 March, Axbridge  
 ATKINSON, MARY ANN, Newcastle Sept 22 Daggett & Grey, Newcastle upon Tyne  
 BARRETT, HENRY ERNEST, Hull Oct 3 Laverack & Son, Hull  
 BATTER, MARTHA ELIZABETH HOWETT, Russell sq Sept 30 Pollard, Coleman st  
 BESWICK, THOMAS KELD, Gristhorpe, York Sept 15 Watts & Co, Scarborough  
 BORNE, MAX PAUL GUSTAV KREUZWENDEICH VON DEM, Landsberg, Prussia Sept 25 Goldberg & Co, West st, Finsbury circus  
 BROWN, HENRY JOHN, Streatham Oct 1 Keene & Co, Seething lane  
 CABO, JACOB, Berlin Sept 22 Daggett & Grey, Newcastle upon Tyne  
 CLARK, JOHN, Heaton, Newcastle upon Tyne Sept 22 Daggett & Grey, Newcastle upon Tyne  
 CORDERY, DAVID, Manor Park, Essex Aug 13 G & F East, Basinghall st  
 CROWDER, JAMES, Oldham Sept 25 Lees, Oldham  
 CUTLER, WILLIAM HENRY, Brunswick house, Clifton grdn, Civil Engineer Sept 20 Bonner & Co, Fenchurch st  
 DELVER, JOHN, Coalbrookdale, Salop, Butcher Sept 23 Thorn, Ironbridge  
 DILLEY, MARY, Cambridge Oct 1 Peed, Cambridge  
 DUNNING, WILLIAM, junr, Nth Walsham, Norfolk Sept 28 Empson, Nth Walsham  
 FROST, FREDERICK, Kew Green, Surrey, Licensed Victualler Sept 15 Skewes-Cox & Co, Lancaster pl  
 HAGGIE, WILLIAM, Gosforth, Northumbria Sept 22 Daggett & Grey, Newcastle upon Tyne  
 HICKIE, JAMES, Liverpool Sept 21 North & Co, Liverpool  
 HIGGERS, THOMAS JOHN, Stanhope st, Regent's pk Oct 1 Corsellis & Co, Quality of Chancery lane  
 INNOCENT, HENRY, Sheffield Sept 29 Vickers & Co, Sheffield  
 JOHNSON, EDWARD, Rainhill, Lancs Sept 30 Norris & Sons, Liverpool  
 JONES, ROGER, Rhuddlan, Flint Sept 13 Bromley, Rhyll



MARSHALL, ANNE, Dover Sept 20 Fielding, Dover  
 MCINTYRE, MARY ANN, Newquay, Cornwall Oct 1 Correllis & Co, Quality ct, Chan-  
 cery ln  
 MILLER, WILLIAM, Portobello rd, Notting hill Sept 29 White & Leonard, Ludgate cres  
 NELSON, HENRY, Pensarn, Aberdare, Denbigh Sept 13 Bromley, Rhyl  
 PORTER, FREDERICK, Mincing ln Oct 15 Tamplin & Co, Fenchurch st  
 POULTON, THOMAS ANDREW, Clapham Oct 31 Bayley & Co, Tooley st  
 READ, CHARLES, jun, Tottenham Oct 10 Button & Co, Covent Garden  
 REVELL, MARY MARGARET, Uxbridge rd, Shepherd's Bush Oct 7 Law & Worssam, Hol-  
 born Viaduct

RICHARDSON, JOHN, Baitow in Furness Sept 30 Townsend, Barrow in Furness  
 SECKER, ROBERT HENRY, Kentish Town Oct 10 Micklem & Hollingsworth, Gresham st  
 SMITH, FRANK, Sheffield, Pawnbroker Sept 9 Webster & Styling, Sheffield  
 TURNER, WILLIAM, Hoxton Sept 19 Monks, Rosebury grdns, Crouch End  
 WAITES, SAGAR, Upper Helmsley, York, Farmer Oct 1 Gilberthorpe, York  
 WEBB, HENRY, Lower Sydenham, Dairyman Sept 25 Jobson, Lincoln's inn fields  
 WELLS, SAMUEL, Vepery, Madras, India, Physician Sept 15 Indermaur & Brown, Chan-  
 cery ln  
 WHITE, JOHN, Goldington, Bedford, Farmer Sept 23 Carter Mitchell, Bedford  
 WORCESTER, JOHN RANDON, Wandsworth Sept 21 Osborn & Osborn, Cophall avenue

## BANKRUPTCY NOTICES.

London Gazette.—FRIDAY, August 14.

## RECEIVING ORDERS.

BARR, ARTHUR GEORGE, Tottenham rd, House Furnisher  
 High Court Pet June 22 Ord Aug 11  
 BETTS, ARCHIBALD SAMUEL, Brighton High Court Pet  
 June 21 Ord Aug 11  
 BOWMAN, ROBERT HORN HILL, Chelsea, Cabinet Maker  
 High Court Pet Aug 12 Ord Aug 12  
 CAMPBELL, SAMUEL, Mark lane, Merchant High Court  
 Pet March 4 Ord June 23  
 COLLIER, AMOS, Burton on Trent, Beerhouse Keeper  
 Burton on Trent Pet Aug 12 Ord Aug 12  
 CROSSIE, ERNEST FRANK POYHAM, Aylesbury, Bucks, Tutor  
 Shrewsbury Pet Aug 12 Ord Aug 12  
 DAVIS, FREDERICK, Gt Bridge, Staffs, Butcher Dudley  
 Pet Aug 1 Ord Aug 1  
 DAWSON, GEORGE HENRY, Hogsthorpe, Lincs, Innkeeper  
 Boston Pet Aug 11 Ord Aug 11  
 EASTON, DANIEL, Southsea, Carriage Builder Portsmouth  
 Pet Aug 8 Ord Aug 8  
 EDWARDS, ALBERT, Macclesfield, Ches, Grocer's Assistant  
 Macclesfield Pet Aug 8 Ord Aug 8  
 EVANS, BENJAMIN, Cardiff, Builder Cardiff Pet Aug 11  
 Ord Aug 11  
 EVANS, MARY, Colchester Colchester Pet July 3 Ord  
 Aug 11  
 FLOOD, ALFRED, Wakefield Wakefield Pet Aug 11 Ord  
 Aug 11  
 FOSTER, JOHN JAMES CROFTS, Derby, Railway Clerk Derby  
 Pet Aug 12 Ord Aug 12  
 GARDNER, MATTHEW HENRY, Ramsgate, Smackowner Can-  
 terbury Pet Aug 11 Ord Aug 11  
 HAINE, ALFRED ERNEST, Birmingham, Furniture Dealer  
 Birmingham Pet Aug 12 Ord Aug 12  
 HALE, GEORGE, Coedpenmaen, Pontypridd, Baker, Ponty-  
 pridd Pet Aug 10 Ord Aug 10  
 HOLMES, JOHN, Warwick, Grocer Warwick Pet Aug 12  
 Ord Aug 12  
 HUFTON, EDWARD, Gt Grimaby, Confectioner Gt Grimaby  
 Pet Aug 7 Ord Aug 7  
 JUBY, HARRY JOSEPH, Bury St Edmunds Bury St Edmunds  
 Pet Aug 10 Ord Aug 10  
 KERFOOT, JOHN, Holywell, Flint, Farmer Chester Pet  
 Aug 11 Ord Aug 11  
 KING, FREDERICK CHAPMAN, Oldbury, Worcestershire,  
 Baker West Bromwich Pet July 13 Ord Aug 5  
 LECHEMAN, ALLEYNE, Kensington High Court Pet June  
 26 Ord Aug 12  
 LEWIS, MARGARET, Llanfihangel Talylyn, Innkeeper  
 Merthyr Tydfil Pet Aug 11 Ord Aug 11  
 MANSBRIDGE, WILLIAM, Newport, 1 of W, Miller Newport  
 Pet July 17 Ord Aug 10  
 MARSON, JAMES, Leicester, Contractor Leicester Pet Aug  
 11 Ord Aug 11  
 MITCHELL, JOHN, Milford on Sea, nr Lynton, Farmer  
 Southampton Pet Aug 10 Ord Aug 10  
 NEWMAN, WILLIAM NICHOLAS, Shanklin, I of W, Plumber  
 Newport Pet Aug 1 Ord Aug 1  
 PARKER, C H, Upper Norwood, Surrey, Schoolmaster  
 Reading Pet July 20 Ord Aug 8  
 PARKINSON, THOMAS, Preston, Commission Agent Preston  
 Pet July 24 Ord Aug 10  
 REYNOLDS, WILLIAM, Ventnor, I W, Boot Dealer Newport  
 Pet Aug 11 Ord Aug 11  
 ROGERS, HANNAH, Waterloo, Liverpool Liverpool Pet  
 Aug 10 Ord Aug 10  
 ROTHENBERG, JULIUS, Manchester, Fine Art Dealer Man-  
 chester Pet July 24 Ord Aug 12  
 SANDHEIM, BENEDICT JULIUS, Hammersmith, Dealer in  
 Antiques High Court Pet July 20 Ord Aug 10  
 SOPER, ARTHUR TOM, Torquay, Jeweller Exeter Pet Aug  
 8 Ord Aug 8  
 STOBBS, JOSEPH, Gainford, Durham Stockton on Tees  
 Pet Aug 10 Ord Aug 10  
 THORPSON, ANKLUS EDWARD STANLEY, Swanscombe, Kent  
 Rochester Pet Aug 11 Ord Aug 11  
 WALKER, HERBERT, Teddington, Worcs, Wheelwright  
 Cheltenham Pet Aug 11 Ord Aug 11  
 WEARE, JOSEPH RAYNER, Bradford, Yorks Bradford Pet  
 Aug 11 Ord Aug 11  
 WHITE, WALTER, Ventnor, I W, Butcher Newport Pet  
 Aug 10 Ord Aug 10  
 WILLIAMS, GRIFFITH TREVOR, Llanbeblig, Carnarvon  
 Bangor Pet Aug 8 Ord Aug 8  
 WRIGHT, EDWIN, Mickfield, Suffolk, Innkeeper Ipswich  
 Pet Aug 5 Ord Aug 5

Amended notice substituted for that published in the  
 London Gazette of Aug 7:

DOBELL, WILLIAM BLOUNT, Southport, Colliery Proprietor  
 Liverpool Pet Aug 5 Ord Aug 5

## ORDER RESCINDING RECEIVING ORDER.

HOBBS, JAMES WILLIAM, H.M. Prison, Wormwood Scrubs  
 High Court Res Ord Nov 30, 1894 Resc July 23, 1896

## FIRST MEETINGS.

BAINBRIDGE, WILLIAM, Wandsworth Aug 21 at 11 Bank-  
 ruptcy bldgs, Carey st  
 BANNER, CAMI JOSEPH, Wolverhampton, Ironmaster Aug  
 22 at 11 Off Rec, Wolverhampton  
 BARNARD, GEORGE, Egham, Surrey, Beer Retailer Aug 21  
 at 12.30 24, Railway app, London Bridge  
 BOURNE, JOHN HAYNES, Stafford, Music Teacher Aug 25  
 at 12 Wright & Westhead, St Martin's pl, Stafford  
 BOWMAN, ROBERT HORN HILL, Chelsea, Cabinet Maker  
 Aug 24 at 2.30 Bankruptcy bldgs, Carey st  
 BRADSHAW, WILLIAM HENRY, Sheffield, Journeyman Saw  
 Maker Aug 21 at 2 Off Rec, Figtree lane, Sheffield  
 CHARLTON, THOMAS, Castle Chare, Durham, Innkeeper  
 Aug 21 at 4.30 Three Tuns Hotel, Durham  
 CLAREMONT, CONSTANTINE CECIL, Norwich, Surgeon Aug  
 21 at 3 Bankruptcy bldgs, Carey st  
 COLLIS, SAMUEL BENTALL, Peabmarsh, Essex, Farmer Aug  
 26 at 11.30 Cups Hotel, Colchester  
 COULTHARD, DAVID, and JAMES DOUGLAS, Newcastle, Cum-  
 berland, Farmers Aug 21 at 12 Off Rec, 29, Lowther  
 st, Carlisle  
 CROSSLAND, WILLIAM HENRY, Westminster, Architect Aug  
 21 at 2.30 Bankruptcy bldgs, Carey st  
 DALTON, JOSEPH RICHARDSON, West Hartlepool, Engineer  
 Aug 21 at 3 Off Rec, 25, John st, Sunderland  
 DAVIS, HORACE JAMES, Kingswood, nr Bristol, Builder  
 Aug 26 at 12 Off Rec, Bank chmbrs, Corn st, Bristol  
 DAVIS, RICHARD, Cardiff Aug 24 at 11.30 Off Rec, 29,  
 Queen st, Cardiff  
 EARF, EDMUND, Aston juxta Birmingham, Baker Aug 24  
 at 11 23, Colmore row, Birmingham  
 EVANS, MARY, Colchester Aug 26 at 12 Cups Hotel, Col-  
 chester  
 FOSTER, MATTHEW, Hitchin, Builder Aug 24 at 2 Sun  
 Hotel, Hitchin  
 HUGHES, JOHN, Llanrwst, Denbighs, Joiner Aug 5 at 1  
 Market Hall, Blaenau Ffestiniog  
 JACKSON, ISAAC, Clapham, Builder Aug 21 at 2.30 Bank-  
 ruptcy bldgs, Carey st  
 JOHNSON, WILLIAM, Little Kalk Farm, Yorks, Farmer Aug  
 21 at 12 Off Rec, Trinity House lane, Hull  
 JONES, JOHN, Bilston, Staffs, Pork Butcher Aug 21 at 3  
 Off Rec, 23, Colmore row, Birmingham  
 LUCAS, THOMAS, the elder, Quorn, Leics, Watchmaker  
 Aug 21 at 12.30 Off Rec, 1, Berridge st, Leicester  
 MARTIN, WILLIAM, West Kilburn, Missionary Aug 21 at 1  
 Bankruptcy bldgs, Carey st  
 MARSON, JAMES, Leicester, Contractor Aug 25 at 12.30 Off  
 Rec, 1, Berridge st, Leicester  
 MASON, GEORGE WILLIAM, Bow, Licensed Victualler Aug  
 24 at 1 Bankruptcy bldgs, Carey st  
 MITCHELL, JOHN, Milford on Sea, Lynton, Farmer Aug  
 25 at 3.15 Off Rec, 4, East st, Southampton  
 MILNER, JOHN, Tottenham Court rd, Grocer Aug 24 at 12  
 Bankruptcy bldgs, Carey st  
 MITCHELL, DAVID, and JACOB NORTH, Wyke, Yorks,  
 Manufacturers Aug 24 at 3 Off Rec, 31, Manor tow,  
 Bradford  
 PLANT, JOHN HANS, Leicester, Commission Agent Aug 22  
 at 12.30 County Court bldgs, Northampton  
 POLLARD, JOSEPH, Burnley, Lancs, Draper Sept 3 at 1  
 Exchange Hotel, Nicholas st, Burnley  
 PRATT, HENRY JAMES DUKE, Pewsey, Wilts, Chemist Aug  
 25 at 3.15 Off Rec, 46, Crickleade st, Swindon  
 PROUT, JAMES ISAAC BENNETT, Upper Clapton, Builder  
 Aug 24 at 11 Bankruptcy bldgs, Carey st  
 REES, WALTER JOHN, Southsea, Butcher Aug 25 at 3  
 Off Rec, Cambridge, juncn, High st, Portsmouth  
 ROR, GEORGE, Clapham, Brewer Aug 21 at 11.30 24,  
 Railway app, London Bridge  
 SAUNDERS, ARCHIMEDUS, Birmingham, Provision Dealer  
 Aug 25 at 11 23, Colmore row, Birmingham  
 SMITH, HERBERT RONALD, Liverpool, Stationer Aug 25 at 12  
 Off Rec, 35, Victoria st, Liverpool  
 SMITH, CHARLOTTE, and FRANCIS MOOS, Hastings, Sussex  
 Aug 24 at 12.15 Young & Sons, Bank bldgs, Hastings  
 SOPER, ARTHUR TOM, Torquay, Jeweller Aug 26 at 11 Off  
 Rec, 13, Bedford circus, Exeter  
 VOST, ERNEST, Halifax, Cabinet Maker Aug 22 at 11 Off  
 Rec, Townhall chmbrs, Halifax  
 WEEKS, WILLIAM, Biddenden, Kent, Farmer Aug 25 at  
 11 Sandringham's Head Hotel, Ashford  
 WEINSTEIN, MAX, Liverpool Aug 24 at 12 Off Rec, 35,  
 Victoria st, Liverpool  
 WELLOCK, CHRISTOPHER, and WALTER WELLOCK, Keighley,  
 Yorks Aug 25 at 11 Off Rec, 31, Manor row, Bradford  
 WILLIAMS, ENMA WILCOCK, Didbury, Lancs, Ladies'  
 Outfitter Aug 21 at 11.30 Off Rec, County chmbrs,  
 Market pl, Stockport  
 WOOLLACOTT, CHARLES, and EDWIN PREECE, Cardiff,  
 Builders Aug 24 at 11 Off Rec, 29, Queen st, Cardiff

## ADJUDICATIONS.

ABRENS, BERNARD, Strand, Cigarette Importer High Court  
 Pet April 10 Ord Aug 11  
 BAKER, THOMAS MATTHIAS, Gt Yarmouth, Solicitor Gt  
 Yarmouth Pet July 21 Ord Aug 10

BROWNE, C E GORE, Wandsworth, Lieut-Col Wandsworth  
 Pet June 3 Ord July 27  
 CHRISTIAN, ALEXANDER, Lime st, Shipper High Court  
 Pet Feb 18 Ord Aug 10  
 COLLIER, AMOS, Burton on Trent, Beerhouse Keeper Bur-  
 ton on Trent Pet Aug 12 Ord Aug 12  
 COLLINS, ALFRED, Gt Marlow, General Dealer Aylesbury  
 Pet July 23 Ord Aug 10  
 DALTON, JOSEPH RICHARDSON, West Hartlepool, Engineer  
 Sunderland Pet June 29 Ord Aug 10  
 DAVIS, FREDERICK, Gt Bridge, Staffs, Butcher Dudley  
 Pet July 31 Ord Aug 4  
 DAWSON, GEORGE HENRY, Hogsthorpe, Lincs, Innkeeper  
 Boston Pet Aug 7 Ord Aug 11  
 DAY, JOHN, jun, East Peckham, Kent Maidstone Pet  
 June 25 Ord Aug 12  
 EDWARDS, ALBERT, Macclesfield, Cheshire Macclesfield  
 Pet Aug 8 Ord Aug 8  
 EVANS, BENJAMIN, Cardiff, Builder Cardiff Pet Aug 11  
 Ord Aug 11  
 FIGURES, ELIZA, Birmingham, Coal Dealer Birmingham  
 Pet Aug 6 Ord Aug 11  
 FLOOD, ALFRED, Wakefield Wakefield Pet Aug 11 Ord  
 Aug 11  
 FOSTER, JOHN JAMES CROFTS, Derby, Railway Clerk Derby  
 Pet Aug 12 Ord Aug 12  
 GARDNER, MATTHEW HENRY, Ramsgate, Smackowner Can-  
 terbury Pet Aug 11 Ord Aug 11  
 HALE, GEORGE, Coedpenmaen, Pontypridd, Baker Ponty-  
 pridd Pet Aug 10 Ord Aug 10  
 HOLMES, JOHN, Warwick, Grocer Warwick Pet Aug 12  
 Ord Aug 12  
 JUBY, HARRY JOSEPH, Bury St Edmunds Bury St  
 Edmunds Pet Aug 10 Ord Aug 10  
 KERFOOT, JOHN, Holywell, Flint, Farmer Chester Pet  
 Aug 10 Ord Aug 11  
 KNIGHT, JOSEPH, South Shields, Builder Newcastle on  
 Tyne Pet July 23 Ord Aug 10  
 LEWIS, MARGARET, Llanfihangel Talylyn, Brecon, Inn-  
 keeper Merthyr Tydfil Pet Aug 11 Ord Aug 11  
 MARTINDALE, WALTER, Eaton sq High Court Pet July 1  
 Ord Aug 11  
 MASON, JAMES, Leicester, Contractor Leicester Pet Aug  
 10 Ord Aug 11  
 MITCHELL, JOHN, Milford on Sea, Farmer Southampton  
 Pet Aug 8 Ord Aug 10  
 MORRIS, HENRY, Maids Vale, Commission Agent High  
 Court Pet July 13 Ord Aug 11  
 NEWMAN, WILLIAM NICHOLAS, Shanklin, I W, Plumber  
 Newport and Ryde Pet Aug 1 Ord Aug 1  
 SCHOFIELD, WILLIAM, Heywood, Lancs, Hardware Dealer  
 Bolton Pet Aug 4 Ord Aug 12  
 SMITH, HERBERT RONALD, Liverpool, Stationer Liverpool  
 Pet July 16 Ord Aug 10  
 SOPER, ARTHUR TOM, Torquay, Jeweller Exeter Pet Aug  
 8 Ord Aug 8  
 STOBBS, JOSEPH, Gainford, Durham Stockton on Tees Pet  
 Aug 10 Ord Aug 10  
 TEMPLEMAN, EDWARD JAMES, Richmond, Surrey, Boot  
 Dealer Wandsworth Pet June 23 Ord Aug 10  
 TOMKINSON, HORACE JAMES, Bolton, Pianoforte Dealer  
 Bolton Pet July 28 Ord Aug 12  
 WALKER, HERBERT, Teddington, Worcestershire, Wheel-  
 wright Cheltenham Pet Aug 11 Ord Aug 11  
 WALLEY, FRANK, Burslem, Builder Hanley Pet July 20  
 Ord Aug 11  
 WEARE, JOSEPH RAYNER, Bradford Bradford Pet Aug 11  
 Ord Aug 11  
 WEEKS, WILLIAM, Biddenden, Kent, Farmer Hastings  
 Pet Aug 4 Ord Aug 10  
 WILLIAMS, GRIFFITH TREVOR, Llanbeblig, Carnarvon Ban-  
 gor Pet Aug 8 Ord Aug 8  
 WRIGHT, EDWIN, Mickfield, Suffolk Ipswich Pet Aug 5  
 Ord Aug 5

Amended notice substituted for that published in the  
 London Gazette of Aug 7:

DOBELL, WILLIAM BLOUNT, Southport Colliery Proprietor  
 Liverpool Pet Aug 5 Ord Aug 5

## ADJUDICATION ANNULLED.

FANTA, FERDINAND, Temple chmbrs, Temple avenue, Con-  
 sulting Engineer High Court Adjud May 22 Annul  
 Aug 10

London Gazette.—TUESDAY, August 13.

## RECEIVING ORDERS.

ABRAHAM, HUBERT, Southampton, Printer Southampton  
 Pet Aug 13 Ord Aug 13  
 ALDER, WILLIAM, Horsepoole, Stroud, Stone Merchant  
 Gloucester Pet Aug 14 Ord Aug 14  
 ATKINSON, THOMAS MARTIN, Chester, Licensed Victualler  
 Chester Pet Aug 13 Ord Aug 13  
 BARRACLOUGH, CHRISTOPHER EDMONDSON, Bramley, Leeds,  
 Farmer Leeds Pet Aug 14 Ord Aug 14

BISHOP, JOHN, Aldworth, Glos, Innkeeper Cheltenham  
Pet Aug 13 Ord Aug 13  
BOYLE, MARY ANN, Cheltenham, Baker, Cheltenham Pet  
July 14 Ord July 14  
CHESHIRE, EDWARD OTHER, Mark lane, Wine Merchant  
High Court Pet July 21 Ord Aug 13  
COOPER, JAMES BIRNARD, and JOHN COOK, Leeds, Tailors  
Blackburn Pet Aug 14 Ord Aug 14  
COX, EDWARD, FREDERICK ALFRED, Bristol, House Fur-  
nisher Bristol Pet Aug 13 Ord Aug 13  
DENNETT, FRANCIS HENRY, Easton, Bristol, Grocer Bristol  
Pet Aug 15 Ord Aug 15  
DOUGLAS, FREDERICK HOWARD, Kingston, Surrey Kingston,  
Surrey Pet Aug 15 Ord Aug 15  
FINE, ISAAC BARNETT, Trebhart, Glam, Outfitter Merthyr  
Tydfil Pet Aug 13 Ord Aug 13  
HARRIS, EVAN, Southport, Joiner Liverpool Pet July 30  
Ord Aug 14  
HEALY, CHARLES, Aston Upthorpe, Berks, Farmer High  
Court Pet July 14 Ord Aug 14  
HEYWOOD, WALTER, 8th Tawton, Devon, Farmer Plym-  
outh Pet Aug 14 Ord Aug 14  
HODGES, CHARLES THOMAS, Skourbridge, Blacksmith  
Skourbridge Pet Aug 10 Ord Aug 10  
HODGES, VINCENT EDWARD, Bordesley, Birmingham, Grocer  
Birmingham Pet Aug 13 Ord Aug 13  
HOLLAND, HARRY ERNEST GROFFREY, Dudley, Worcs,  
Grocer Dudley Pet Aug 11 Ord Aug 11  
JACKSON, WILLIAM, BARTON in Furness, Ironmonger Ulver-  
ston Pet Aug 13 Ord Aug 13  
JAMES, GEORGE, Hereford, Tobaccoist Hereford Pet  
Aug 13 Ord Aug 13  
JAMES, FREDERICK EDWARD, St Helens, Lancs Liverpool  
Pet Aug 15 Ord Aug 15  
KING, SAMUEL JAMES, West Bergholt, Essex, Builder Col-  
chester Pet July 29 Ord Aug 15  
MALLER, ERNEST BEN, Green st, Enfield Highway, Fruit  
Grower Edmonton Pet Aug 13 Ord Aug 13  
NAILOR, CECIL, Newbury, Berks, Jobmaster Newbury  
Pet Aug 11 Ord Aug 11  
PEARCE, HARRY TOM, Cardiff, Brewer Cardiff Pet Aug  
14 Ord Aug 14  
PHILLIPS, HENRY CHARLES BURNELL, Tapsley, Hereford  
Pet Aug 13 Ord Aug 13  
POTTS, ALFRED, Stockport Stockport Pet Aug 14 Ord  
Aug 14  
REEVE, CHARLES GEORGE, Greenwich Greenwich Pet Aug  
13 Ord Aug 13  
ROBINSON, GEORGE F, Hendon Barnet Pet July 10 Ord  
Aug 13  
SMITH, ROBERT, Gt Broughton, Yorks, Hucker Stockton  
on Tees Pet Aug 14 Ord Aug 14  
SAUNDERS, H E, Esher, Licensed Victualler Kingston,  
Surrey Pet July 27 Ord Aug 6  
SCHULTZ, GEORGE LUDWIG, Cannon st High Court Pet  
July 29 Ord Aug 13  
SIMPSON, GEORGE, Newcastle on Tyne, Confectioner New-  
castle on Tyne Pet July 31 Ord Aug 13  
SIMPSON, JOHN, Rugby, Pianoforte Tuner Coventry Pet  
Aug 10 Ord Aug 10  
SLACK, MATTHEW, Leeds, Bricklayer Leeds Pet Aug 12  
Ord Aug 12  
SMITH, RICHARD, Coton, Wem, Salop, Schoolmaster Shrews-  
bury Pet Aug 15 Ord Aug 15  
SOUTHWELL, GEORGE EDWARD, Lincoln, Painter Lincoln  
Pet Aug 13 Ord Aug 13  
SUMMERS, GEORGE FREDERICK, Llanelly, Confectioner Car-  
marthen Pet Aug 13 Ord Aug 13  
WEDDALL, WILLIAM, Tarpoley, Cheshire, Tailor Nant-  
wich Pet Aug 15 Ord Aug 15

## RECEIVING ORDER RESCINDED.

CROZON, Hon. HENRY DUGDALE, East Dean, Southampton,  
Gent—Southampton Rec Ord April 13, 1895 Rec  
Aug 11

## FIRST MEETINGS.

ABRAHAM, HUBERT, Southampton, Printer Sept 1 at 3.15  
Off Rec, 4, East st, Southampton  
BARR, ARTHUR GEORGE, Tottenham Court rd, House Fur-  
nisher Aug 25 at 2.30 Bankruptcy bldg, Carey st  
BARR, WILLIAM GEORGE, Plymouth, House Agent Aug 25  
at 10 10, Athenaeum ter, Plymouth  
BESTLEY, SAMUEL, Otley, Yorks Aug 25 at 11 Off Rec,  
22, Park row, Leeds  
BETTS, ARTHUR SAMUEL, Brighton Aug 25 at 1 Bank-  
ruptcy bldg, Carey st  
BOYLE, MARY ANN, Cheltenham, Baker Aug 27 at 11.15  
County Court bldg, Cheltenham  
BRITTON, SAMUEL, Nottingham, Solicitor Aug 25 at 12 Off  
Rec, St Peter's Church walk, Nottingham  
BUTLER, HENRY WILLIAM, and SAMUEL BUTLER, Stan-  
dingley, nr Leeds, Engineers Aug 27 at 11 Law  
Institution, 1a, Albion pl, Leeds  
CAMPELL, SAMUEL, Mark lane, Merchant Aug 25 at 12  
Bankruptcy bldg, Carey st  
COLLETT, HERBERT HOMER, King's Ripton, Hunts, Farmer  
Sept 4 at 11.45 Law Courts, New rd, Peterborough  
COLLIER, AMOS, Burton on Trent Aug 25 at 12 Off Rec,  
40, St Mary's st, Derby  
COX, EDWARD FREDERICK ALFRED, Bristol, House Fur-  
nisher Aug 25 at 12.30 Off Rec, Bank chmbrs, Corn  
st, Bristol  
CROSE, ERNEST FRANK POPHAM, Aylesbury, Bucks, Tutor  
Aug 25 at 2.30 Off Rec, 47, St John's hill, Shrews-  
bury  
DAWSON, GEORGE HENRY, Hogthorpe, Lincs, Innkeeper  
Aug 25 at 12 Off Rec, 48, High st, Boston  
DOBELL, WILLIAM BLOUNT, Colliery Proprietor  
Aug 25 at 12 Off Rec, 35, Victoria st, Liverpool  
DUDLEY, BENJAMIN, Wolverhampton, Iron Moulder Aug  
27 at 11 Off Rec, Wolverhampton  
DUNSTON, TOM, Hockwich, Staffs, Builder Aug 25 at 11.30  
Off Rec, Walsall  
EVANS, DAVID OWEN, Ferndale, Glam, Butler Merchant  
Aug 25 at 3 65, High st, Merthyr Tydfil  
FOSTER, JAMES JAMES, Crofta, Derby, Railway Clerk Aug  
25 at 12.30 Off Rec, 40, St Mary's St, Derby

FRITCHIE, ARTHUR LEGASSICK, Erdington, nr Birmingham  
Aug 25 at 11 Bankruptcy bldg, Carey st  
GARLAND, WILLIAM, Melpisall, Dorset, Miller Aug 25 at  
12.30 Off Rec, Salisbury  
GRAY, JOHN, Gt Grimsby, House Furnisher Aug 25 at 11  
Off Rec, 15, Osborne st, Gt Grimsby  
GRIFF, HENRY, Grimsby, Engineer Aug 27 at 12.30 Off  
Rec, 24, Railway app, London Bridge  
GWINDOTT, GEORGE, Cardiff Aug 27 at 3.30 Off Rec, 29,  
Queens st, Cardiff  
HAGUE, JOSEPH, Oldham, Butcher Aug 25 at 3 Off Rec,  
Bank chmbrs, Queen st, Oldham  
HATTON, WILLIAM EDWARD, Birmingham, Ironmonger  
Aug 25 at 11 23, Colmore row, Birmingham  
HOLLAND, HARRY ERNEST GROFFREY, Dudley, Grocer Aug  
27 at 10.30 Dudley Arms Hotel, Dudley  
HOLMES, JOHN, Warwick, Grocer Aug 27 at 12.15 Off  
Rec, 17, Hertford st, Coventry  
JENKINS, WILLIAM, Pontycymmer, Glam, Licensed Victual-  
ler Aug 27 at 11.30 Off Rec, 29, Queen st, Cardiff  
JONES, ALFRED, Wrexham, Paperhanger Aug 25 at 12  
Cryp chmbrs, Chester  
JONES, DAVID, Tylorstown, nr Pontypridd, Grocer Aug 25  
at 12 65, High st, Merthyr Tydfil  
JONES, JOHN, Aberdare, Glam, Grocer Aug 25 at 2 65,  
High st, Merthyr Tydfil  
KING, SAMUEL JAMES, West Bergholt, Essex, Builder Aug  
25 at 11 Cope Hotel, Colchester  
MACKWOOD, HENRY KRITH, Scarborough, Potato Dealer  
Aug 25 at 11 Off Rec, 74, Newborough st, Scarborough  
MARTINDALE, WALTER, Eccleston st, Eaton sq Aug 25 at  
11 Bankruptcy bldg, Carey st  
MOORE, THOMAS CARTLICH, and ROBERT LEARON, Foley, nr  
Longton, Staffs, Earthenware Manufacturers Aug 25  
at 2.30 North Stafford Hotel, Stoke upon Trent  
MORRIS, HENRY, Randolph crescent, Maids vale, Commission  
Agent Aug 27 at 11 Bankruptcy bldg, Carey st  
NEIL, JOSEPH, Walton, Liverpool, Plumber Aug 25 at 2.30  
Off Rec, 35, Victoria st, Liverpool  
NEWTON, MORTIMER NORTON, Kensington Aug 27 at 1 Bank-  
ruptcy bldg, Carey st  
NORMAN, WILLIAM JOHN, Brighton, Builder Aug 25 at 3  
Off Rec, Pavilion bldg, Brighton  
ROBERTSON, WILLIAM GEORGE, Chelsea, Wholesale Confec-  
tioner Aug 25 at 11.30 Bankruptcy bldg, Carey st  
ROTHERBERG, JULIUS, Manchester, Fine Art Dealer Aug  
25 at 3 Ogden's chmbrs, Bridge st, Manchester  
SANDHEIM, BENEDICT JULIUS, Hammermith, Dealer in An-  
tiques Aug 25 at 11 Bankruptcy bldg, Carey st  
SCHREIBER, FELIX AUGUST, Fote st, Merchant Aug 25 at 12  
Bankruptcy bldg, Carey st  
SIMON, JOHN, Rugby, Pianoforte Tuner Aug 27 at 11.30  
Off Rec, Hertford st, Coventry  
SIMS, GEORGE COLEMAN VRALE, The Grosvenor Hotel, Victo-  
ria Aug 25 at 12 Bankruptcy bldg, Carey st  
SMITH, ALFRED BENJAMIN, Gt Grimsby, Furniture Dealer  
Aug 25 at 11 Off Rec, 15, Osborne st, Gt Grimsby  
SMITH, RICHARD, Coton, Wem, Salop, Schoolmaster Aug  
25 at 2 Off Rec, 42, St John's Hill, Shrewsbury  
SOUTHWELL, GEORGE EDWARD, Lincoln, Painter Aug 27 at  
12 Off Rec, 31, Silver st, Lincoln  
STANTON, LEONARD WILLIAM, Northampton, Chemist Aug  
25 at 3 Off Rec, Figgins in, Sheffield  
SUDLOW, THOMAS WILLIAM, Cleethorpes Aug 25 at 11.30  
Off Rec, 15, Osborne st, Gt Grimsby  
TAYLOR, JAMES, Gresham House, Merchant Aug 25 at 11  
Bankruptcy bldg, Carey st  
TAYLOR, JOHN GEORGE, Ashton on Mersey, Manufacturer  
Aug 25 at 2.30 Ogden's chmbrs, Bridge st, Man-  
chester  
TAYLOR, REGINALD ARTHUR, and WILLIAM LOVEBAND  
CROSLY, TAYLOR, Hinxhill, Kent, Farmers Aug 25  
at 3.30 Saracen's Head Hotel, Ashford  
TEMPERLEY, EDWARD JAMES, Richmond, Surrey, Boot  
Dealer Aug 25 at 12.30 24, Railway app, London  
Bridge  
THOMPSON, AMELIUS EDWARD STANLEY, Swanscombe, Kent,  
Clerk Aug 31 at 11.30 115, High st, Rochester  
WASHINGTON, GEORGE, Clifton, Beds, Farmer Aug 25 at  
11 Off Rec, St Paul's sq, Bedford  
WEARE, JOSEPH RAYNER, Laisterdyke, Bradford Aug 27  
at 11 Off Rec, 31, Manor row, Bradford  
WILLIAMS, GRIFFITH TRYVON, Tyddynrwlw Sept 3 at 12  
Magistrates' Room, Bangor  
WREAY, HENRY, Malton, Yorks, Innkeeper Aug 25 at 3  
Off Rec, 74, Newborough st, Scarborough

Amended notice substituted for that published in the  
London Gazette of Aug 14:  
CHARLTON, THOMAS, Castle Chare, Durham, Innkeeper  
Aug 25 at 4.30 Three Tuns Hotel, Durham  
Amended notice substituted for that published in the  
London Gazette of Aug 14:  
HUGHES, JOHN, Llanrwst, Denbigh, Joiner Aug 25 at 1  
Market Hall, Blaenau Ffestiog

## ADJUDICATIONS.

ABRAHAM, HUBERT, Southampton, Printer Southampton  
Pet Aug 13 Ord Aug 13  
ALDER, WILLIAM, Homespools, nr Stroud, Stone Merchant  
Gloucester Pet Aug 14 Ord Aug 14  
ATKINSON, THOMAS MARTIN, Chester, Licensed Victualler  
Chester Pet Aug 13 Ord Aug 13  
BAINEBRIDGE, WILLIAM, Wandsworth High Court Pet  
July 18 Ord Aug 13  
BARBECLOUGH, CHRISTOPHER EDWARDS, Bramley, Leeds,  
Furniture Lend Pet Aug 14 Ord Aug 14  
BISHOP, JOHN, Aldworth, Glos, Innkeeper Cheltenham  
Pet Aug 13 Ord Aug 13  
BOWMAN, ROBERT HOSE HILL, Chelsea, Cabinet M. ker  
High Court Pet Aug 12 Ord Aug 12  
BOYLE, MARY ANN, Cheltenham, Baker Cheltenham Pet  
July 14 Ord July 14  
COLLETT, HERBERT HOMER, King's Ripton, Hunts, Farmer  
Peterborough Pet July 21 Ord Aug 14

CROSE, ERNEST FRANK POPHAM, Much Wenlock, Salop  
Tutor Shrewsbury Pet July 31 Ord Aug 12  
FINE, ISAAC BARNETT, Trebhart, Glam, Outfitter Merthyr  
Tydfil Pet Aug 13 Ord Aug 14  
GORE, CH SAUNDERS KNOX, Piccadilly High Court Pet  
July 14 Ord Aug 13  
HEYWOOD, WALTER, South Tawton, Devons, Farmer Plym-  
mouth Pet Aug 13 Ord Aug 14  
HIRST, PHINEAS, Bradford, Stuff Manufacturer Bradford  
Pet June 25 Ord Aug 13  
HODGES, CHARLES THOMAS, Skourbridge, Blacksmith  
Skourbridge Pet Aug 10 Ord Aug 10  
HOLLAND, HARRY ERNEST GROFFREY, Dudley, Grocer  
Dudley Pet Aug 11 Ord Aug 11  
HUTTON, EDWARD, Gt Grimsby, Confectioner Gt Grimsby  
Pet Aug 7 Ord Aug 7  
JACKSON, WILLIAM, BARTON in Furness, Ironmonger Ulver-  
ston Pet Aug 13 Ord Aug 14  
JAMES, GEORGE, Hereford, Tobaccoist Hereford Pet Aug  
13 Ord Aug 13  
JAMES, FREDERICK EDWARD, St Helens, Lancs Liverpool  
Pet Aug 15 Ord Aug 15  
KING, SAMUEL JAMES, West Bergholt, Essex, Builder Col-  
chester Pet July 29 Ord Aug 15  
LEE, WILLIAM HENRY, Maxton, Dover, Traveller Canter-  
bury Pet July 25 Ord Aug 13  
LUDLAM, JOHN SPENCER, THOMAS BOAT, and THOMAS HENRY  
HERBERT, Aylestone Park, Leicester, Manufacturers  
Leicester Pet July 25 Ord Aug 12  
MALLER, ERNEST BEN, Green st, Enfield Highway, Fruit  
Grower Edmonton Pet Aug 13 Ord Aug 13  
NAILOR, CECIL, Newbury, Berks, Jobmaster Newbury Pet  
Aug 11 Ord Aug 11  
PEARCE, HARRY TOM, Cardiff, Brewer Cardiff Pet Aug  
14 Ord Aug 14  
PHILLIPS, HENRY CHARLES BURNELL, Hereford Hereford  
Pet Aug 13 Ord Aug 13  
POTTS, ALFRED, Stockport Stockport Pet Aug 14 Ord  
Aug 14  
REEVE, CHARLES GEORGE, Greenwich Greenwich Pet Aug  
12 Ord Aug 13  
ROTHERBERG, JULIUS, Manchester, Fine Art Dealer Man-  
chester Pet July 21 Ord Aug 13  
SCHWITZER, PINCUS, Wrentham st, Spitalfields, Draper  
High Court Pet July 14 Ord Aug 13  
SIMPSON, JOHN, Rugby, Pianoforte Tuner Coventry Pet  
Aug 10 Ord Aug 10  
SLACK, MATTHEW, Leeds, Bricklayer Leeds Pet Aug 12  
Ord Aug 12  
SMITH, RICHARD, Coton, Wem, Salop, Schoolmaster Shrews-  
bury Pet Aug 15 Ord Aug 15  
SMITH, ROBERT, Gt Broughton, Hucker Stockton on Tees  
Pet Aug 14 Ord Aug 14  
SOUTHWELL, GEORGE EDWARD, Lincoln, Painter Lincoln  
Pet Aug 13 Ord Aug 13  
STRAUS, LIONEL, Brighton, Commission Agent Brighton  
Pet July 9 Ord Aug 14  
SUMMERS, GEORGE FREDERICK, Llanelly, Confectioner Car-  
marthen Pet Aug 12 Ord Aug 13  
SWIFT, ALBERT JAMES, Reading, Berks, Tobaccoist Read-  
ing Pet July 25 Ord Aug 13  
WEBBER, FREDERICK GEORGE, Broadway, London Fields,  
Draper High Court Pet July 23 Ord Aug 14

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